

R501-2-2. Administration

R501-2-2 Administration

 New Horizons Youth Ranch is a legal entity operating as a Residential Treatment Center, licensed in the State of Montana, under the Department of Human Resources.

Definitions:

Ranch: is referred to New Horizons Youth Ranch, which also gives relation to the Program.

Consumers: Refers to Youth enrolled in the Ranch with direct reference as student or resident; or guardians of a specific Youth currently or previously enrolled.

Staff: is referred to Contracted employees who are monetarily compensated for work, time, or services offered; who is responsible for the direct daily care and supervision of the Youth in the facility.

Discipline: is a system of rules, which gives training by instructions, control and practice.

A. The purpose of New Horizons Youth Ranch is to provide services as a Residential Treatment Center; herein after referred as Ranch. New Horizons Youth Ranch will provide the services mentioned.

- 1) The Philosophy of New Horizons Youth Ranch is to provide the highest quality of education; but more importantly along life's journey of trials and tribulations, continue to re-implement what we believe to be the highest form of education . . . VALUES. Responsibility, accountability, self-respect, and integrity are keys to education that show how intelligent we are. New Horizons Youth Ranch will strive to show each boy his mission in life and how each one of us acts our mission statement in life, with support in therapy/treatment, education, care and supervision. New Horizons shall be known as a *new start, new day for each teen with each New Horizon*. New Horizons philosophies are used to redirect those who have begun to follow destructive paths. The name New Horizons refers to the ability to make new again through positive redirection pointing to the things that keep an individual strong, whether it is mentally, physically, spiritually, and sociably, or finding and maintaining the happy median in all aspects of life. Each employee shall be a compass to each boy in the program, which basically means each employee, must set an example and be a positive influence for the Boys' to follow in the program.
- 2) Long and Short Term Goals
 - a) The Long Term Goals of New Horizons Youth Ranch are to help at risk youth learn their worth and become successful in their lives and useful members of society. We strive to teach these youth respect for themselves and others, self-worth, coping skills, and the risks associated with substance abuse, while continuing their education in a therapeutic environment that is conducive to change.
 - b) The Short Term goals of New Horizons Youth Ranch are to ensure that New Horizons Youth Ranch is always in compliance with State and Local laws, regulations and requirements in order to make the Long Term goals possible.
- 3) The services provided at New Horizons Youth Ranch include room and board, therapy, treatment, education, care and supervision.
- 4) The number of consumers to be served will be in compliance with local approval and state licensing. The occupancy will be no more than the number approved by the State of Montana and the local governing authorities.
- 5) The fee policy of New Horizons Youth Ranch will be stated in the current Enrollment

Agreement. The fees will cover room and board, treatment, education, and supervision. If individual therapy is requested in addition to treatment, competitive fee compensations are required. The fees may not be the same for each consumer as adjustments may be made at the sole discretion of the Program Director under the direction of the Management Officers, as cost of living fees increase, unusual expenses for medical and/or additional therapy may arise, and tuition rates become competitive.

- 6) Consumers will participate in activities as stated in the treatment plan and enrollment agreement. Consumers may participate in activities not mentioned in the enrollment agreement or treatment plan as approved by the Program Director, including but not limited to:
 - a) Gym/work out
 - b) Hiking
 - c) Water skiing/boating/swimming/fishing
 - d) Sports
 - e) Work Assignments
 - f) Therapeutic assignments
 - g) Service Projects
 - h) Field Trips
- B. Copies of the above are available to the Office of Licensing and general program information is available to the public at all times. Refer to record keeping, where the records will be kept on the facility premises, in the Program Director's office, under locked file.
- C. Quality Assurance. In order to assure the quality of the program and staff:
 - 1) Each staff member will have the appropriate Background Screening Check completed, Mandt training/or (P.C.S) Positive Control System, CPR, First Aide Certifications, and Food Handler Permit completed. Staff providing Therapy and Education must also provide licensing and certification.
 - 2) Supervising staff will have bi-monthly Team meetings with staff to ensure proper treatment of consumers and to ensure that rules are carried out.
 - 3) Grounds and facility will be inspected monthly to ensure that everything is in proper working order and that consumer and staff safety is provided.
 - 4) Documentation of all of the above will be provided by the supervising staff.
- D. Program Management is displayed on the Organizational Flow Chart on the next page as follows:

New Horizons Youth Ranch, LLC

Organizational Flow Chart

Management Officers

Tom Harrell
Rosie Harrell

Officers

Tom Harrell
Rosie Harrell

.....

Program Director

Assistant Program Director

Staff Supervisors

Case Managers

Line Staff Members

Head Schoolmaster

School Teachers

Therapy Department

Therapists

Psychiatrists

Nurse

Rosie Harrell

Activities Director

Secretary

Cook



NEWHORI-04

BMILLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kalspell Office PayneWest Insurance, Inc. 33 Village Loop Kalspell, MT 59901	CONTACT NAME: PHONE (A/C, No, Ext): (406) 758-4200 E-MAIL ADDRESS:	FAX (A/C, No): (406) 755-1189
INSURED New Horizons Youth Ranch Tom & Rosie Harrell 6442 West Kootenai Road Rexford, MT 59930	INSURER(S) AFFORDING COVERAGE INSURER A : Colony Insurance Company INSURER B : Montana State Fund INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 56149

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: 2500			AP201869	01/07/2016	01/07/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PROFESSIONAL LI \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		034295899	05/01/2016	05/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Business Standard Divisions
Professional Licensing Bureau
PO Box 200513
Helena, MT 59620

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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3) Agenda Items

4) Actions

- G. New Horizons Youth Ranch complies with State and Federal laws concerning abuse reporting and has a posted copy of the laws in a conspicuous place within the facility.
- H. New Horizons Youth Ranch shall comply with all interstate compact laws at all times in order to maintain compliance with local and State laws.
- I. Program license, Civil Rights, Health Inspection certification and ADA notices shall be posted in a conspicuous place on the premises.
- J. New Horizons Youth Ranch has liability insurance, fire insurance, and vehicle insurance policy and procedures shall provide compensation, within reasonable limits, to volunteers and employees who have personal property damages caused by enrolled youth in the Program. New Horizons Youth Ranch will hold harmless and protect all employees whose duties include supervision, treatment, education, transportation, or care of youth enrolled in New Horizons Youth Ranch from financial loss arising out of any claim or judgment occurring as a consequence of suspected negligence which results in personal injury to an enrolled youth in New Horizons Youth Ranch; however performance must be within the scale of the Employee's duties, and NOT the result of Gross Negligence, deception, malice, or fraud.
- K. The Ranch or any of its staff shall not handle any major business affairs of a consumer who has contracted with or is in the custody of the Ranch, without written request by the consumer or legal representative, with verbal and written authorization and approval by the Program Director.

R501-2-7a. Behavior Management

R501-2-7 Behavior Management

Discipline is a system of rules, which gives training by instruction, control, and practice. Equitable and consistent discipline is a prerequisite for proper facility operation and the maintenance of consistency. A well-trained staff member is essential to good discipline within the facility. Written regulations and the possible consequences for points lost or level drops provide consistent direction to both staff and youth enrolled in the Program.

Student's in the program are often in a tense or unsettled emotional state, which may lead to displays of anger, tension, loss of self-control, frustration, or violence directed toward staff or other residents. Staff shall attempt to prevent such behavior by recognizing indications of imminent behavior and intervening in a positive, constructive manner to neutralize or prevent such action or assault.

The Program Director is solely responsible for the care of the resident youth in accordance with the approved standards. He/she will take cognizance of the recommendations of the Case Managers, Psychiatrists and other professionals regarding discipline and program restrictions for the student while in the Program. However, subject to approved standards, the Program Director will have the final authority to decide whether or not these recommendations will be implemented within the guidelines of raining.

A. Disciplinary Stages

- 1) Appropriate and inappropriate behavior of Student's in the Program shall be referred to in the Student handbook defining Degrees in the Program.
- 2) Acceptable staff responses to inappropriate behaviors and consequences can be referred to in the student handbook and the Student Disciplinary stages. Acceptable Staff responses to inappropriate behavior can also be referred to in the Staff Code of Conduct, which can be located at the end of the "Miscellaneous Items" section at the end of the Policies and Procedures Manual.
- 3) Student consequences will be referred to in the Student handbook on Disciplinary stages.

***Disciplinary Stages and the Measurement Level System and Daily Color Grade System can be viewed in the Student Handbook on the following pages:**

CODE OF CONDUCT

Code of Conduct

700.00 Overview

700.1 Definitions

800.00 ENFORCEMENT OF RULES AND REGULATIONS

800.01 Ranch Responsibility

800.02 Employee Responsibility

800.03 Violations of this Code

900.00 STAFF CONDUCT REQUIREMENTS

900.02 Standard of Conduct

900.04 Conduct Toward Supervisors, Staff members and Associates

900.06 Questions Regarding Assignment

900.08 Dereliction of Duty

900.10 Insubordination

900.12 Sleeping on Duty

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900.40 Use of Alcohol

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900.52 Interactions with Youth

900.54 Prohibited Youth Relationships

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900.58 Payment of Debts

900.60 Bringing Unauthorized Items into the Facility

900.62 Endangering Conduct by Facility Staff

900.64 Interference with Ranch Business

900.66 Unlawful Conduct

900.68 Outside Compensation

900.70 Outside Employment

700.00 Overview:

1. Employees of the Ranch shall adhere to the rules and regulations set forth in this code. The regulations are intended to supplement the other instructions, rules, regulations and orders that are part of the New Horizons Youth Ranch, LLC, which accompany the Policies and Procedures set forth previously.
2. Consistent with Montana law the standards and procedures, identified herein, are designed to give notice to and define the rights and responsibilities of employees with regard to conduct; to assist in assuring consistent application of standards and procedures; to provide for an objective definition of acceptable conduct; to assure compliance with public law and to assist in the effective and efficient management of the Ranch.
3. It is the responsibility of each employee to be knowledgeable about, and comply with, all standards, practices, procedures and applicable public law with respect to the administration and management of the Ranch, consistent with each individual's employment responsibilities and duties. Any employee who has questions about any law, policy or procedure, should contact his supervisor in order to obtain clarification.
4. Violations of the Ranch rules and regulations may subject offending employees to disciplinary action including termination. The action taken will depend on the seriousness of the offense, employee's past record, and consequences of the violation.
5. Employees may be disciplined for their conduct, on or off duty, when such conduct adversely affects the efficiency, or good order of the Ranch, or when the employees' conduct, on or off duty, could reasonably cause the public to lose confidence in the Ranch or when the employees conduct affects the employees ability to adequately perform or discharge his professional duties.

700.01 Definitions

Administrative Authority- Program Director, Assistant Director

Employee- All personnel contracted by New Horizons Youth Ranch, LLC who are monetarily compensated who work either full-time and or part-time positions.

Case Manager- Responsible for keeping track of the progress of each youth within their authority.

Supervisor- An employee who oversees and coordinates the activities of other employees and has the responsibility for performance evaluations of subordinates.

Impairment- Inability to effectively and efficiently perform assigned duties and responsibilities due to the consumption of alcohol or controlled substance which results in the presence of the controlled substance in the employee's body or in the intoxication of the employee.

Ranch- New Horizons Youth Ranch, LLC

800.00 ENFORCEMENT OF RULES AND REGULATIONS

800.01 Ranch Responsibility

- A) It shall be the responsibility of the Ranch and its administrative staff, supervisors and staff members to actively support, enforce and adhere to the requirements of this code and the policy and procedure manual system.
- B) These Provisions will be supported and enforced utilizing a system of positive and negative sanctions.
- C) Training and testing will be used to increase and ensure the staff understanding of these requirements.

800.02 Employee Responsibility

- A) Employees are responsible for reading the information contained in this code and in the manual system to ensure knowledge and understanding of the rules, regulations and standards of conduct to which each is required to adhere to and comply with, by which each is required to function.
- B) Employees shall be subject to disciplinary and/or corrective action, including termination, if it is found that they have participated in an act, conspired to commit an act, served as an accessory or accomplice in the commission of any act, or failed to report any act which violates these rules and regulations, other Ranch policies and procedures or laws of the State of Montana or the United States.
- C) Employees shall report in writing to a supervisor, incidents or occurrences involving a violation of the rules, regulations and requirements set forth in this code.

800.3 Violations of this Chapter

Disciplinary procedures or corrective action, including termination, shall be taken in account with non-compliance to the Policies and Procedures and/or the Code of Conduct manual of the Ranch.

900.00 STAFF CONDUCT REQUIREMENTS

900.02 Standard of Conduct

1. Employees will respect and protect the civil and legal rights of all youth enrolled in the Ranch.
2. Employees shall be respectful, courteous and civil with the public and each other and shall not use coarse, loud, indecent, or profane language.
3. All employees shall perform their duties as required or directed by law, Ranch rule, policy or order, or by order of a supervisor, as the supervisor follows the policies and procedures of the Ranch and the responsibilities within his/her jurisdiction. All lawful duties required or directed by competent authority shall be performed promptly as directed.
4. Employees are expected to apply themselves to their assigned duties during the full time they are scheduled for which they are being compensated.
5. Employees shall meet standards established in their individual performance plan and report conditions or circumstances that would prevent them from performing their job effectively or completing their assignment tasks. Employees should bring to their supervisors attention unclear instruction or procedures.
6. Employees are expected to make prudent and frugal use of Ranch funds, equipment, building and supplies and supply receipts for expenses made by the Ranch through the employee.
7. Employees shall observe work place rules.
8. Employees shall comply with the Ranch's administrative policy, rules, and regulations.
9. The hours of all employees of the Ranch shall be regulated by the Program Director who has the authority, when necessary, to call any employee to return to duty at any time, regardless of the hours assigned to those employees.
10. Employees shall not engage in behavior, such as "horseplay" or the playing of pranks, which endanger staff or youth, or risk the security of the Ranch.
11. No employee shall act or behave privately or officially in such a manner that undermines the efficiency of the Ranch, causes the public or the guardians of Youth enrolled in the Program to lose confidence in the Ranch, or brings discredit upon him/her, or the Ranch.
12. No employee shall engage in any act or conduct that violates Federal, State or local laws or ordinances.

13. No employee in public shall viciously ridicule, mock, deride, taunt, or belittle any person or group of person; nor willfully embarrass, humiliate or shame any person; nor do anything that might incite any person to violence, that would bring discredit to the Ranch.
14. Because the public health, safety and welfare may be adversely affected thereby, employees shall be encouraged not to engage in or encourage any form of sit-down, slow-down, or in fact any form of work stoppage or strike for any reason, against the community or the Ranch. A refusal by an employee to perform an assignment, which he/she reasonably believes to be injurious to his/her health or physical safety, shall not be considered a violation of this section with explanation or proof of proper cause.
15. Sexual harassment is a violation of federal law under the Title VII of the Civil Rights Act of 1964, Montana Law, and Governor Leavitt's Executive Order on Sexual Harassment 1993. No employee shall engage in inappropriate or unprofessional sexual behavior, which results in a hostile work environment, harassment, humiliation, or intimidation. Such conduct may result in disciplinary action that may include termination of employment.

900.04 Conduct toward Supervisor, Staff members and Associates

1. Employees shall treat each other with respect. They shall be courteous and civil at all times in their relationships with one another.
2. No employee shall engage in inappropriate behavior that results in a hostile work environment, harassment, humiliation, or intimidation of each other, youth in the program, volunteers, or the public.
3. No employee shall engage in behavior that violates The Rehabilitation Act of 1973 that prohibits discrimination on the basis of disability.
4. No Employee shall engage in behavior that violates Title VI of the Civil Rights act of 1964, as amended, which prohibits discrimination on the basis of race, color, creed, sexual orientation, or national origin.
5. No Employee shall engage in behavior that violates the Age Discrimination Act of 1975 as amended, which prohibits discrimination on the basis of age.

900.06 Questions Regarding Assignment

Employees in doubt as to the nature or detail of their assignment shall seek such information from their supervisors by going through the chain of command.

900.08 Dereliction of Duty

1. Dereliction of duty by any employee is prohibited and shall be grounds for disciplinary action, corrective actions, and or termination.
2. Dereliction of duty shall include but not be limited to:
 - a. Failure to obey lawful orders, willful or repeated violation of any rules, regulations, and or non-compliance of the policies and procedures of the Ranch.
 - b. Failure to make a proper report of violations investigated, observed, or reported
 - c. Abuse of sick leave

- d. Being absent without authorized leave, including failure to report for duty at the time and place of duty or leaving a place of assignment without authorization without proper relief
- e. Cowardice or failure to support fellow workers or perform duties because of fear.
- f. Sleeping while on duty
- g. Failure to comply with required training requirements
- h. Neglect of duty or poor quality performance
- i. Displaying reluctance to properly perform assigned duties, or acting in a manner tending to bring discredit upon employees of the Ranch; failing to assume responsibility or exercise diligence and interest in pursuit of duties; or displaying a lack of enthusiasm of such character as to amount to incompetence.
- j. Failure of a supervisor to immediately take action when a violation of law or Ranch rules and regulations comes to his/her attention

900.10 Insubordination

- 1. Failure or refusal of any employee to obey a lawful order, given by a supervisor, shall be insubordination
- 2. Employees refusing to give supervisor information, orally or in writing, concerning fact, events, or circumstances regarding an incident involving themselves or other is insubordination.

900.12 Sleeping on Duty

- 1. Sleeping on duty shall be considered dereliction of duty and may be grounds for disciplinary actions, corrective actions, and or termination.

2. Sleeping on duty in security positions may endanger the security of staff and youth, and shall therefore be grounds for dismissal.
3. Any employee who has difficulty staying awake shall immediately contact his immediate supervisor.

900.14 Fitness for Duty

1. Any employee reporting for, or on duty, who is unfit for duty because of emotional instability or physical disability, shall be relieved of duty and a written report forwarded through the chain of command to the Program Director.
2. Employees shall be emotionally and physically fit to perform their assigned duties at an optimal level that does not hinder their performance, or cause the security of the facility to be at risk.

900.16 Relief from Duty

1. All employees are to remain on their assignment and on duty until properly relieved by another employee, until dismissed by competent authority, or until completion of assigned shift.
2. If not properly relieved by another employee at the completion of assigned shift, the employee shall not leave his/her position uncovered.
3. The employee, if not relieved, shall contact his/her immediate supervisor and await instructions.

900.18 Falsification of Reports and Records

1. Employees shall promptly submit such reports as are required by the performance of their duties or by competent authority.
2. No employee shall knowingly falsify any official report or enter or cause to be entered any inaccurate, false or improper information on the book, records or register of the Ranch.
3. No employee shall knowingly and intentionally prepare, sign and or submit a false report, statement, or affidavit.

900.20 Withholding Criminal Information

Employees receiving or possessing facts, information or evidence relative to a criminal offense abuse or neglect, or case shall report the information or evidence to supervisory or administrative staff.

900.22 Ranch Property Regulations

1. Employees are responsible for the proper care of Ranch property and equipment assigned to them. Damaged or lost property may subject the responsible individual to reimbursement charges and/or appropriate disciplinary actions.
2. All employees will notify their immediate supervisor in writing of any defects or hazardous conditions existing in any Ranch equipment or property.
3. Employees shall not appropriate for their own use, any Ranch property, evidence, or found or recovered property.
4. Employees are required to surrender all Ranch property issued to them upon separation from the Ranch.

900.24 Purchases

1. No employee shall incur a liability chargeable against the Ranch, without proper authorization.
2. When authorized purchases are made, receipts and/or invoices will be obtained on each purchase, signed by the employee making the purchase, and turned in to the proper authority in a timely manner.

900.26 Equipment

All equipment shall be maintained in good working order, be kept clean and conform to Ranch specifications, and utilized for the use of the Ranch. Employees' shall not use any Ranch equipment for personal use.

900.28 Truthfulness

1. Upon the order of the Program Director, his designee or a supervisor, employees shall truthfully answer all questions specifically directed and narrowly related to the scope of employment and operations of the Ranch that may be asked of them.
2. Employees who fail to answer questions, or who answer questions untruthfully after being given immunity from criminal prosecution, shall be subject to dismissal.

900.30 Unlawful Orders

1. No employee shall knowingly issue any order, which is in violation of any statute, ordinance, or Ranch rule, or order.

2. Obedience to any unlawful order is never a defense for an unlawful action; therefore, no employee is required to obey an order that is contrary to any law.

900.32 Duty Hours

Regular hours of duty shall be assigned to each employee. Employees shall be considered "off duty" during other hours. An employee, although technically "off duty" shall always take action on any matter coming to his/her attention for which he/she is competent and authorized to respond. In meeting the requirements of this regulation, employees shall not exceed authority of their Ranch worker status.

900.34 Tardiness

1. All employees shall be punctual in reporting for duty and/or other assignments.
2. Employees are expected to be on shift on time and ready for work. Attendance records will be renewed every quarter. The warnings area s follows: 1st Verbal warning, 2nd written up, 3rd suspension, 4th possible termination.

900.36 Absence from Duty

Every employee who fails to appear for duty at the time and place specified without the consent of competent authority is "Absent without proper consent." Such absences shall be reported, in writing, to the Program Director by the employee's supervisor.

900.38 Physical Fitness

All employees of the Ranch shall maintain themselves in good physical condition to the extent that the ability to perform their job is not impaired.

900.40 Use of Alcohol

1. Employees are prohibited from consuming or otherwise using intoxicants while on duty.
2. Employees shall not consume alcohol or other intoxicants while either on or off duty on Ranch property, or property used by the Ranch's affiliated programs.
3. Employees shall not consume alcohol in a Ranch owned or leased vehicle, nor operate a Ranch owned or leased vehicle while under the influence of an alcoholic beverage or other intoxicant.
4. Any supervisor who has reasonable suspicion that an employee is impaired while on duty as a result of consumption of alcohol or other intoxicants shall relieve from duty the individual involved.

5. The odor of an alcoholic beverage on an employee's breath shall be reasonable grounds for a supervisor to relieve from duty the employee involved.
6. Employees who consume or otherwise use intoxicants while off duty shall not participated in any activity, including the operation of a motor vehicle which results in violation of federal laws or state statutes or local ordinances, or which will reasonably tend to bring discredit to the Ranch.
7. Any employee called to respond to an emergency situation that has been using intoxicants which may impair job performance, shall so inform the caller at the time of the request and ask to be excused from responding to the emergency. If this request is denied the employee's supervisor shall assume responsibility for the employee and the employee shall be held harmless so far as violation of this policy is concerned.
8. Any employee violating provisions of this section shall be subject to appropriated disciplinary action, including dismissal
9. The supervisor shall also rely on other documented observations of impairment such as slurred speech, changed in demeanor common to intoxication, staggering, or other affected ambulation.

900.42 Use or Possession of Drugs

1. Employees shall not possess or use any controlled substance except when prescribed in the treatment of employees by a licensed physician or dentist or as their tour of duty requires.
2. When controlled substances are prescribed, employees shall notify their supervisor of this fact before beginning a work shift.
3. Except for medications prescribed to the employee, no employee shall store or bring into the Ranch's facility or vehicle, or private vehicle used to transport youth enrolled in the Ranch, controlled substances except those or any which are held as evidence.

900.44 Abuse of Position

1. Employees shall not use their official position or official identification cards for:
 - a. Personal or Financial gain
 - b. Obtaining privileges not otherwise available to them, except in performance of duty

- c. Avoiding consequences of illegal acts.
- 2. Employees shall not sell, barter, trade or otherwise profit by the release of information or knowledge gained primarily as a consequence of their experience as an employee of the Ranch. All written material submitted to professional journals or other publications must be submitted to the Program Director prior to release. All Employees shall read, acknowledge their understanding of, and sign a non-compete and non-disclosure agreement to insure the safety and confidentiality of the information that an employee may gain.
- 3. Employees who accept invitations to address special interest groups, conferences, conventions, etc., where the responsibility is clear to present information regarding any dimension of operations of the Ranch, must advise their immediate supervisor.
- 4. The acceptance of a per diem, award and/or honorarium for providing a service to any group or organization outside of the Ranch is permissible providing;
 - a. The Program Director has given prior authorization
 - b. Such services, including preparation, are performed while the employee is on authorized leave or during hours for which they are clearly not being compensated by the Ranch.
- 5. Employees may accept gifts and gratuity from the private sector or others outside of the Ranch providing:
 - a. The gift or gratuity is traditional, customary and generally provided by the outside party (such items as pens with the company logo, calendars, note pads, paperweights, and other similar items of inconsequential value shall be acceptable
 - b. The community cash value of such gifts shall not exceed statutory limits

900.46 Impartial Attitude

- 1. All employees while charged with vigorous and dedicated execution of duties must conduct themselves impartially toward all persons coming to the Ranch.
- 2. All citizens are guaranteed equal protection under the law. Exhibiting partiality for or against a person because of race, creed, gender, color or influence is conduct unbecoming for an employee.

900.48 Commercial Testimonials

1. Employees shall not permit their names or photographs to be used to endorse any product or service contrary to the Ranch, which in any way is connected with official duties, without the permission of the Program Director, who receives prior authorization from the Head of the Board of Directors.
2. Employees shall not, without permission of the Program Director, allow their names or photographs to be used in any commercial testimonial, which alludes to their positions or employment with the Ranch.

900.50 Association

Employees shall not knowingly visit, enter a house of prostitution, gambling house, or other establishment wherein the laws of the United States, the State or local jurisdiction are regularly violated and cause to bring discredit to the Ranch.

900.52 Interaction with Youth

1. Employees shall not develop inappropriate relationships with youth. Appropriated relationships are encouraged (i.e. mentoring and tutoring) but before engaging in these relationships, the immediate supervisor will be informed in writing of the intent and purpose and the Youth's case manager must be consulted and give written approval of the relationship. **Employees shall not compromise security as a result of communication or interaction with youth.**
2. Employees shall not accept loans, gifts, gratuities, or other favors from youth.
3. Employees shall not loan money or other property to youth, nor grant special favors. Nor shall employees borrow money or other property from youth.
4. Employees shall not purchase, nor bargain for, items belonging to youth, nor shall they sell items to youth.
5. No employee shall discuss with any other employee or youth in the Ranch, that actions of any other employee except when required as part of job performance.
6. It is prohibited to discuss the Ranch program or personal business with youth. Proper caution should be exercised by employees at all times concerning what is said, to whom it is said, and who can overhear.
7. An employee will not be permitted to take youth out of the Ranch for any reason except that which is a part of carrying out their employee's duties.

8. Staff should not bring food, drinks, valuables, property, clothing, or anything that has value for challenges, bets, competitions or the distribution of such for favors or blackmailing.
9. Employees will bring their concerns to the attention of their supervisor if they have reason to believe that any of the following situations have arisen or might arise:
 - a. Development of inappropriate relationships with youth, their family's and/or their friends.
 - b. A conflict of interest situation and/or any situation from which personal gain may be obtained.
 - c. Questions arising from personal loyalties, beliefs, or values that might impair professional judgment or independence.

900.54 Prohibited Youth Relationships

1. Any act or conduct which establishes, maintains or promotes an employee's relationship with a youth or the youth's immediate family which is outside the color of employment for personal benefit or gain which compromises an employee's professional role is prohibited. Immediate family shall include a parent, spouse, son, daughter, brother, sister, grandparents, or close in-law.
2. Such prohibited conduct includes but is not limited to:
 - a. Any business dealing or arrangements between staff and a youth's immediate family
3. Sponsoring a youth for special activities such as home visits, outings, etc., other than Ranch sponsored and approved activities.
4. Supervising or sponsoring a youth or employing any youth for personal gain or benefit i.e. work projects on personal property with or without pay, home visits, etc., absent prior authorization from the supervisor.
5. Exception to this subsection must be approved in writing by the supervisor.

900.56 Unsatisfactory Performance

1. Employees shall maintain sufficient competency to properly perform their duties and assume the responsibilities of their position. Employees shall perform their duties in a manner that will maintain appropriate standards of efficiency and effectiveness in carrying out the functions and objectives of the Ranch.
2. Employees shall not engage in any off duty activity that lowers their ability to perform their duties and obligations.

3. Unsatisfactory performance may be demonstrated by a lack of knowledge of the application of rules required to be enforced, an unwillingness or inability to perform assigned tasks, the failure to conform to work standards established for the employee's grade, or positions, the failure to take appropriate action on the occasion of crime, disorder or other conditions deserving official attention, or absence without proper approval.
4. Unsatisfactory performance may include but not be limited to the following:
 - a. Repeated unsatisfactory performance evaluations
 - b. Repeated violations of rules, regulations, directives or orders of the Ranch.

900.58 Payment of Debts

1. An isolated incident of financial irresponsibility will not be grounds for disciplinary action, unless the amount is significant. However, repeated incidents of irresponsible financial difficulty may be cause for disciplinary actions.
2. Financial difficulties stemming from unforeseen medical expenses or personal disasters shall not be cause of discipline provided that a good faith effort to settle all accounts is being undertaken.
3. The Ranch is in no position to determine the validity of a creditor's claim against an employee, and supervisor shall not become involved in any non-adjudicated claim of the indebtedness.
4. Supervisors shall not place themselves under financial obligation to an employee. Also, employees shall not place themselves in financial obligation to their supervisor.

900.60 Bringing Unauthorized Items into the Facility

1. Unauthorized items such as lighters, matches, cigarettes, tobacco, and anything of value should not be brought into the facility by any employee.
2. Unauthorized personal items shall not be taken into or from the Ranch or program except those items that are necessary in the performance of any employee's duties. Items of food, drinks, clothing, cellular phones, money, keys, and anything of value must be in the care and control of the employee, and should not be distributed to any of the Youth in the program for any reason at all, unless approval and authorization is granted by the Program Director.
3. Tape recorders and cameras shall not be allowed by persons entering the facility except for those being used by employee personnel for job or activity related duties. Lawyers, psychiatrists, social workers, the media and other persons granted access must have authorization from the Program Director or the governing Administration.

4. Use of tape recorders and cameras will be limited to approved job related functions. Any tape or video recording of a youth in the Ranch other than relating to an official investigation, training or treatment is expressly prohibited. An entry shall be made in the youth's file regarding the purpose and use of the tape or recording.

900.62 Endangering Conduct by Facility Staff

1. Any act or conduct which constitutes a threat to the safety, welfare or health of self or others, or which substantially threatens the safety, security or control of the Ranch's Facility or contracted programs prohibited.
2. Such prohibited conduct includes but is not limited to:
 - a. Improper use of equipment, material or supplies.
 - b. Creating or contributing to unsanitary or unsafe conditions
 - c. The unauthorized use or possession of firearms, explosive or incendiary devices, or specific parts of the same, on Ranch property, in contracted programs or while on duty.
 - d. The transporting, use or possession of any youth's property materials or supplies, including letters, except as authorized within an employee's duties and provided such items are being managed consistent with established practice and procedures.
 - e. The unauthorized use, possession or duplication of any locking or restraining device or key
 - f. The unauthorized use or the misuse of official Ranch identification, including but not limited to picture identification.

900.64 Interference with Ranch Business

1. Any act or conduct, which interferes with Ranch business or work activities, or substantially distracts or disrupts any employee in the performance of duties, is prohibited.
2. Such prohibited conduct includes, but is not limited to:
 - a. The unauthorized use of Ranch owned or managed property or facilities
 - b. The distribution or posting of any written or printed material, without prior authorization.

- c. Engaging in any activity or business not related with the Ranch either personally or as an agent of any other agency or organization on property owned or managed by the Ranch, or while on work time, without prior authorization.
- d. The removal or altering of any posted information without prior authorization
- e. Employees engaging in a conflict of interest, or working with other competing businesses, programs, or schools of direct or indirect likeness.

900.66 Unlawful Conduct

1. Such prohibited conduct includes, but is not limited to:
 - a. The misuse or unauthorized possession and/or use of Ranch property or the property of any person, including the theft, distribution, destruction or damage of such property.
 - b. The unauthorized user distribution, including the falsification, modification, or destruction of any Ranch record or document
 - c. The unauthorized distribution of confidential, private or privileged information
 - d. Inducing or directing any employee in the Ranch's service or any other person to commit any act which constitutes a wrongful practice, including threatening, coercing or harassing any person or the giving or receiving of money or any other goods, services or considerations in exchange for personal gain except where such practices are lawfully provided.
 - e. Gambling fraud, gambling promotion, possessing a gambling device or record or confidence games.
 - f. The conviction of any criminal act.
2. If an employee is under investigation for unlawful conduct by any law enforcement agency, the Ranch shall not be precluded from engaging in an administrative investigation and/or imposing disciplinary sanctions up to and including discharge.
3. Participating in unlawful conduct or knowingly permitting any unlawful conduct upon or in any facility building or other real property owned, rented, under the control of, or licensed by the Ranch whether in whole or part is prohibited and may result in disciplinary sanctions up to and including discharge.

900.68 Outside Compensation

Employees shall not receive outside compensation for their performance of Ranch duties except in cases of:

1. Awards for meritorious public contribution publicly awarded.
2. Receipt of honoraria or expenses paid for papers, talks, demonstrations or appearances made by employees with the approval of the administrative authority, or on their own time for which they are compensated by the Ranch, and which are not prohibited by these rules.
3. Receipt of usual social amenities, ceremonial gifts or insubstantial advertising gifts.
4. When an employee is required by the responsibilities of their position to take an action or make a decision which could be interpreted as a conflict of interest, the employee shall declare the potential conflict and may be excused by the administrative authority from so acting.

900.70 Outside Employment

1. No full-time employee of the Ranch shall accept any part-time, full-time employment or self-employment of any kind that results in a direct conflict of interest.
2. There are several factors that determine if there is a conflict of interest. Any one of these factors by itself may constitute a conflict:
 - a. Being engaged in work for an outside employer during the same hours one is scheduled to be working for the Ranch.
 - b. Disclosing information acquired by reason of Ranch position for personal or another's private gain or benefit
 - c. Using, or attempting to use, Ranch position to secure special privileges or exemption for self or others
 - d. Accepting employment that would impair independence of judgment in the performance of public duties.
 - e. Engaging in a business venture or organization, this is conducting business with the Ranch or setting up outside sources competing with Ranch likeness for another or oneself.
 - f. Utilizing the Ranch's resources and/or materials for purposes other than those required in the position held with the Ranch.
 - g. Finding oneself incapable of performing at full capacity in the Ranch position assigned because of fatigue, anxiety, or other impairments caused by outside employment.

G. Finding oneself incapable of performing at full capacity in the Academy position assigned because of fatigue, anxiety, or other impairments caused by outside employment.

3. Employees may utilize vacation leave for personal benefit, but they shall request and receive prior approval for such leave.

4. It is the responsibility of Academy's employees to ensure that they are not, or will not become, involved in any conflict-of-interest situations.

5. Employees involved in, or who are contemplating employment for compensation outside their employment with the Academy either from another employer or self-employment, must prepare a written statement to the Academy's Executive Office through their appropriate Program Director. The statement will describe the nature of the outside employment, the number of hours involved, and will specifically detail how conflicts of interest will be avoided. The Academy's Executive Office will respond in writing to the employee's statement.

New Horizons Youth Academy, LLC. Policies and Procedures Sign off Sheet

I, _____, have read and understand the Policies and Procedures of New Horizons Youth Academy, LLC. I agree to abide by them and, should it come to my attention that my actions are not in accordance with the Policies and Procedures, I understand that New Horizons Youth Academy will be released from any liability that may result, and any activities or acts that may come to my attention that is not in harmony with the Policies and Procedures which have been outlined I will report it to my supervisor immediately.

Employee Name (printed)

Signature

Date

Program Director Signature

Date

R501-2-11 Emergency Plans

R501-2-11 Emergency Plans

- 1) Program has a written plan of action for disaster and casualties to include the following:
 - a) Designation for authority and staff assignments
 - i) Designation of authority shall always go to the Program Director, however if the Program Director is unavailable, then the Assistant Program Director shall assume authority, and if they are not available then it shall follow the chain of command down until it reaches the presiding Supervisor or Case Manager.
 - b) Plan for Evacuation
 - i) The plans for evacuation on emergency situations are posted on the walls near exiting doors.
 - c) Transportation and relocation of consumers when necessary
 - i) A staff member who is authorized to drive the Ranch vehicles, and has passed the defensive driving course shall always conduct transportation or relocation of students during an emergency.
 - d) Supervision of consumers after evacuation or relocation
 - i) Supervision of students shall always be performed by Ranch staff after evacuation or relocation, until the staff is properly relieved by another staff who has been informed of the current situation.
- 2) Program informs consumers how to respond to fire warnings and other instructions for life safety at least once every six months by a trained staff who is qualified in explaining these areas of emergencies.
- 3) Program has written plan which personnel follows in medical emergencies and arrangements for medical care, including notification of consumers' physician, and nearest relative or guardian. Personal information for emergency contact information can be found in the "Enrollment Agreement" contract that shall be in the Program Director's office files.
- 4) Death, serious illness, or injury of Student or Staff at the Program shall be reported within 24 hours to the guardian of the student and the Office of Licensing.

R501-2-3. Governance

R501-2-3 Governance

- A. The Governing body (which can be referred to under E or R501-2-2 Administration) of New Horizons Youth Ranch is responsible for and has authority over the policies, training, and monitoring of staff and consumer activities for ALL phases of the program. They will include the following:
- 1) The Program Administration has procedures that include requirements for contractual employees. The program employs, promotes, retains, and terminates employees, including contractual employees in harmony with written Policies and Procedures.
 - 2) New Horizons Youth Ranch will comply with all laws, applicable local, State, and specifically include equal employment opportunities and affirmative action programs.
 - 3) The Governing Body of New Horizons Youth Ranch will notify the Office of Licensing of any changes in the program administration and purpose through an Organizational Chart and a current staff roster with each staff members phone number, with also a revised and updated Policy and Procedures manual for changes that are made to the Purpose of New Horizons Youth Ranch and or services offered within the time frame of 30 days.
 - o Program Changes: Any changes made in the program of the Ranch must first be approved by the Program Director, who must receive unanimous authorization from the Management Officers or Board Members of New Horizons Youth Ranch who must insure that policies and procedures of the Ranch maintain consistency and harmony with the State of Montana Division of Licensing. Guardians of each youth enrolled understand that the Ranch will make changes in staffing, program content, and services at their sole discretion. Therefore, the Ranch does not accept responsibility for services written in sales material, or brochures as such materials may be outdated or may become outdated as changes occur during the youth's enrollment. The Ranch does not accept responsibility for any services represented orally by any of its program staff or public relations personnel, as any oral representation can often lead to misunderstanding. The Guardians also understand and agree that the Ranch makes no promise in terms of outcome or results. If there is any specific service that the Guardians feel is imperative to the decision to admit, they should list such services and have them approved by the Administrator, in writing, before admittance.
 - 4) The Governing Body will have procedures that ensure the program is Fiscally and Operationally sound through the following economical matters:
 - a. Use of vouchers
 - b. Signature control on checks
 - c. Budget reviews, revisions, and development
 - d. Petty cash
 - e. Employee expense reimbursement
 - f. Audits on Program (all financial records are subject to audit in harmony, with accepted auditing procedures.)
 - g. Internal controls, which is a system to account for all income/revenue and expenditures
 1. All Financial records are subject to audit in accordance with accepted auditing procedures
 2. Our facility shall maintain financial records that meet satisfactory

accounting standards and are available to the State's auditor. Records shall be retained for three years or until audit has been completed by the State's auditor.

3. There shall be a procedure to provide insurance coverage to the facility, either through private companies or as a self-insurer.
 4. There shall be a policy and procedure to provide compensation, within reasonable limits, to employees and volunteers who have personal property damaged or destroyed by residents in the program.
 5. The facility administration has a procedure to hold harmless and protect all employees whose duties include care, education, treatment, or supervision of youth from financial loss arising out of any claim or judgment occurring as a result of alleged negligence which results in personal injury to youth; however, acts must be within the scope of the employee's duties and not the result of fraud, malice, or gross negligence.
 6. There shall be procedures that govern inventory control of property, stores, and other assets, also procedures that govern the request and purchase of supplies and equipment.
 7. The Program Director and his/her governing authorities shall meet with the Head Schoolmaster of New Horizons Youth Ranch bi-annually to insure that student forms and educational forms are up to date and maintain accuracy as the Ranch renews its licensure. The Head Schoolmaster shall meet with the School Superintendent or proper accrediting agency to insure the up keep of accreditation.
- B. The Governing Body of New Horizons Youth Ranch, LLC, is Managing Officers or Board Members and individual owners for the for-profit organization, which manages and governs the New Horizons Youth Ranch, LLC.
- C. The State of Montana Office of Licensing has a current list of members of the governing body indicating each person's name, address, and term of membership/
- D. Program has an organizational chart that can be located in administration R501-2-2 section D, which identifies the operating units of the Program, and their inter-relationships. This chart defines and identifies:
- 1) Lines of Authority
 - 2) Responsibilities of all staff
 - 3) Adequate staffing

* The Organizational Chart Roles of Responsibilities are broken down as follows:

Organizational Chart Roles of Responsibilities:

Management Officers: The Management Officers are responsible for making sure the business end of the company is running correctly, that it is in compliance with all local, state, and federal laws. The Management Officers have the final say in all aspects of the business concerning any matter that has come before them. In the line of authority; they are the head of the Company. Management Officers are responsible for the budget and accounting expenditures and income of New Horizons Youth Ranch, LLC. Policies and Procedures are implemented only through the Management Officers, on a unanimous decision basis.

Program Director: The Program Director is to assist the Management Officers in their responsibilities, ensure the safety of the students, and that the Program is compliant with all contracts with the parents (Enrollment Agreement). The Program Director is also in charge of making sure that the students are treated fairly, if any Staff Supervisor has any problems or complaints; they take it to the Assistant Program Director. If the Staff has any concerns about the Staff Supervisor, they take them to Superior Supervisors, then Assistant Director if available, then finally the Program Director if there is an unresolved issue, as a last resort. The Program Director is responsible for insuring, updated certifications for all staff as far as CPR, First Aide, Food Handlers Permit (when applicable), Mandt training/ PCS training, Cleared BCI's, staff compliance with Policies and Procedures - with sign off sheet of Policies and Procedures. Organize staff training and reviews for compliance with State standards. And ensure that Interstate Compacts for out-of-state students are taken care of. The Program Director shall give each parent a phone call on the initial intake of a new student that comes into the Ranch, to briefly explain the Program of the Ranch, and to let the parent's know we are excited to have their child in the Program. This phone call is simply to open lines of communication with the parents, and to ensure they have made a great choice in sending their son to us. This call should be only 5-10 minutes.

Assistant Program Director: The Assistant Program Director is to assist the Program Director in all of his/her duties, and assume all responsibilities of the Program Director in his/her absence. The Assistant Directors are responsible for the scheduling of staff for shift coverage, as far as work schedule. Their primary jurisdiction is over the Staff Supervisors in ensuring that they carry out their duties and assignments. If issues and disputes are unresolved by the Staff Supervisors, they then are within the jurisdiction of the Assistant Program Director. The Assistant Program Director is to report all unresolved issues, complaints or concerns to the Program Director for action. The Assistant Program Director is to maintain a written report on the work ethic, issues or concerns, and unresolved problems by their Staff Supervisors concerning staff whom they are over. All staff within the jurisdiction of the Assistant Program Director must resolve all issues through the chain of command before it comes to the attention of the Assistant Program Director, then finally the Program Director.

Staff Supervisor: The Staff Supervisor oversees all Staff under their jurisdiction, and properly resolves problems or issues. They are to make sure that the Staff under their jurisdiction has their proper permits and training. If the students have a complaint about a Staff member, they take it to their Case Manager, who then should address it with their Staff Supervisor. If the Staff has any questions, they take them to the Staff Supervisor. Staff Supervisors are also responsible for the orientation procedure for each new student into the Program (completely checking clothing, luggage,

and personal items for contraband) and assigning the student to a specific Family Group, and ensure that the student understand all of the rules and expectations of the Program, and gives the student their student handbook. Everything must be resolved through the Chain of Command without neglecting the Direct Line of Authority. The Staff Supervisors are to maintain a written report of how well the Case Managers within their jurisdiction carry out their duties (good or bad). They shall check on the communication between their Case Managers with the parents with whom they work with to insure proper updates and the confidentiality of the program, staff, and other students, and to insure privileged information that is within non-disclosure is upheld.

Case Managers: Case Managers are responsible for a specified "Family Group" of student in which they will work with. Family Groups will consist of 6-8 students in a Family. Case Managers are the Senior Staff Members in the Chain of Command. They are responsible for the reporting of the student's daily points with the discussion of their Team Staff Member; maintain daily progress notes of their students. Case Managers shall handle weekly phone reports when informing parents of the progress of the students with whom they are responsible for when parents make their weekly phone call. They shall give a report to the parents of their child that discusses the progress of the student Academically, Therapeutically, Behaviorally, Point and Level Status, any problems or discrepancies, and overall progress. These specific phone calls shall last (20 minutes only) and be made on a pre-arranged time schedule that the parents should follow when calling. Case Managers must refrain from giving personal information of other Students, Staff Members, Population, Therapeutic Advice or counsel when it comes to parents or students, confidential information or experiences with other students, events, activities, or mishaps that are not directly dealing with the specified child of the parent in whom they are communicating with. Case Managers are to maintain proper updates and the confidentiality of the program, staff, and other students, and to insure that privileged information that is within non-disclosure is never released. Case Managers are responsible for verbally making the Staff Supervisors aware of how the Staff Members are working and carrying out their responsibilities. Case Managers are responsible for resolving issues and problems with Staff Members with whom they work directly. Case Managers should take all unresolved issues or concerns they have with the Staff Members to their Staff Supervisor. Case Managers shall be responsible for making a Written Report when getting weekly updated Verbal Reports from the Head Schoolmaster for each student's schooling and the Clinical Director for each student's Therapeutic Progress in whom they are responsible for in passing the information on to the parents.

Staff Members: Staff Members are referred to as Full-time or Part-time Staff Members. Staff Members work with the student from day to day along side with the Case Manager. They are in charge of making sure that the students complete all their assignments, keep the facility clean, bedrooms and bathrooms clean. They can also settle minor disputes between the students with the assistance of the Case Manager. The Staff Members also assign Disciplinary Actions to the students as stated in the New Horizons Student Handbook, and ensure student compliance with Rules and Regulations within the New Horizons Student Handbook. Staff Members assume responsibility for full supervision of the students with whom they are responsible for when Case Managers are busy with their responsibilities or in their absence, therefore in such circumstances, stay in restricted area where students and situation are easily manageable. Staff Member's primary responsibility is supervision, protection, and safety of students, and the enforcement of student rules and regulations. Staff Members shall insure the security of the building, and insuring the safe environment for other staff, and students within the Ranch in the facility, on activities, work projects, and events.

Cooks: The Cook's responsibility is over all functions and duties within the kitchen. They are to follow the approved menu and directions for recipes for meals that are to be prepared and served to the students and staff of the Program. Cooking any food belonging to the Ranch that is not scheduled on the menu is not allowed. Any staff bringing any food from home to cook in the kitchen will not be permitted and does not give access to the kitchen. All cooking equipment, utensils, food or anything belonging to the kitchen of the Ranch must always stay at the Ranch. The Program Director and the Cooks are the only ones who are authorized to be in the kitchen. No other Staff Members, including Case Managers, Supervisors, Assistant Program Directors, Therapist, Teachers, Head Schoolmaster, or students are allowed to be in the kitchen. Therefore all responsibilities concerning the safe keeping of kitchen appliances insuring that all kitchen cooking utensils, cleaning tools, and chemicals are all locked up when not in use or when the Cook is no longer in the kitchen. If anything is not in place or is missing from the kitchen, the responsibility will fall upon the Cook for the specific shift in which the situation happened. The Head Cook shall have a budget for ordering food and needed equipment for the kitchen that must be approved by the Program Director on a consistent basis, with a proof of receipt for verification. At NO time should this duty be abused for personal use, and abusing this duty is grounds for termination. Cooks should always insure that all cupboards, cabinets, drawers, and doors are locked at all times. Each Cook should understand that anything in the kitchen can be used as contraband or weapon, therefore it is the Cooks responsibility to insure all kitchen appliances, utensils, food, and cleaning material are locked up. Each Cook is responsible for cleaning up after each meal that is served, and putting away all dishes, appliances, left over food that should be labeled with the name of what it is, and the date. Always keep your keys in your pocket at all times. . . Never leave them lying around. And never hand them to anyone not authorized to be in the kitchen. The Program Director and the Cooks are the ONLY ones authorized to be in the kitchen. The kitchen is completely off-limits to all other staff, personnel, or anyone employed or contracted by the Ranch.

Work Crew Supervisor: The Work Crew Supervisor is responsible for making sure that the work crew has work to do or activities that are compliant with Local and State Laws, which do not go against Child Abuse Labor Laws. They are also responsible for ensuring the students' safety while on work crew, and maintaining constant supervision of all youth on the crew. Ensure that all work crew projects are safe and productive to guarantee a positive behavior management experience. Ensure that all youth maintain proper hydration during all work crew projects. Should always maintain an upbeat and positive attitude while student is on work crew. (This is not a drill sergeant position)

Head Schoolmaster: The Head Schoolmaster is responsible for insuring that the Ranch maintains its academic accreditation with the current accrediting agency. The Head Schoolmaster is responsible for retrieving the students' information (transcripts or other necessary information) from their previous schools. They are also in charge of preparing schedules for subjects in which teachers should cover, supplying schoolbooks, and ensuring that each student is working toward a diploma or G.E.D. The Head Schoolmaster has the final say in the Educational planning process as far as implementing ideas, curriculum, requirements, and course of study for each student. The Head Schoolmaster is the head of all Teaching staff. The Head Schoolmaster shall insure that all teachers have the proper curriculum for the subjects they are responsible for teaching. On a student's departure from the Ranch, and back into their home High School, the Head Schoolmaster is responsible for giving the student's home school the current up to date transcripts for credits they

have earned while enrolled here at the Ranch. The Head Schoolmaster is to ensure that all students within the Academy are receiving the educational Program that they require and need to properly carry on their continued schooling. The Head Schoolmaster shall be responsible for a weekly verbal updated educational report on each student of the Ranch to update the Case Managers for their weekly phone conversations with the student's parents. The Head Schoolmaster shall give each parent a phone call on the initial intake of a new student that comes into the Ranch, to briefly explain the educational program that the ranch provides, and to let the parent's know we are excited to have their child in the program. This phone call is simply to open lines of communication with the parents, and to ensure they have made a great choice in sending their son to us. This call should be only 5-10 minutes.

School Teachers: The School Teacher works with the students on the specified curriculum for which they are certified or assigned. They shall give the students' assignments, grade papers, make sure the students complete assignments properly, answer any questions the students have about schoolwork, and report the academic needs of the student to the Head Schoolmaster. They shall insure that the requirements for each of their students are being met according to the New Horizons Youth Ranch core curriculum, which maintains compliance with the Montana State Board of Education. *If the Case Manager needs information, (Only when the Head Schoolmaster is unavailable) the School teacher shall give a brief (verbal or written) educational report to the Case manager of each student once (1) a week, so the Case Manager can report it to the parent's of the student. Each School Teacher's primary responsibility is to carry out the prescribed educational plan for each student that is prepared by the Head Schoolmaster.

Clinical Director: The Clinical Director shall insure that the Therapist to whom they are accountable and responsible fore meets with the students at least once a week for Individual Therapy Sessions. They are in charge of the therapeutic process. They can make recommendations as to how long a student should stay in the program, (however the Enrollment Agreement takes precedence, along with the Program Director). They can also determine whether or not a student should be promoted to a higher level, as they work side-by-side with the student's treatment team which includes (Program Director, Case Manager, Therapist, Staff Supervisor, and other staff as needed, along with the parents of that particular student). The Clinical Director shall also insure that Treatment Plans and Weekly Progress Notes are written and recorded by their Therapist handling individual therapy and overseeing group sessions. The Clinical Director is to ensure that all students within the ranch are receiving the Therapeutic Treatment that they require and need for proper recover. The Clinical Director shall be responsible for a weekly verbal updated therapeutic report on each student of the ranch for which therapy & treatment is provided to update the Case Managers for their weekly phone conversations with the student's parents. The Clinical Director shall give each parent a phone call on the initial intake of a new student that comes into the Ranch, to briefly explain the treatment program that the ranch provides, and to let the parent's know we are excited to have their child in the program. This phone call is simply to open lines of communication with the parents, and to ensure they have made a great choice in sending their son to us. This call should be only 5-10 minutes.

* When a new student is admitted into the program, there shall be three (3) distinct phone calls made to the parents of that student by the (1) Program Director, (2) Clinical Director, (3) and Head Schoolmaster.

Therapist: Therapist shall be over all therapy sessions that are given to them by the Clinical Director. They must have the appropriate licensing and credentials to carry out the type of therapy and treatment they shall provide to both the youth and parents they work with. They shall oversee all group therapy sessions that are handled by any staff member. They shall provide family therapy sessions and individual therapy sessions for students in the program that are contracted to have treatment. They shall insure that proper written documentation concerning the treatment plan, therapy notes, and recommendations for each student receiving therapy or treatment is recorded and filed.

Psychiatrist: The Psychiatrist shall insure that proper evaluations are administered concerning medication and treatment. They must maintain current credentials and licensing for the duties they shall perform. They may make medication adjustments, reductions or eliminated them completely with consent of the Program Director and parental approval.

Nurse: The Nurse shall be responsible for the proper administration of medication which is to be distributed and administered to specified students within the program who are prescribed medication. They shall look out for the physical health of each student in the program, concerning illnesses, hydration, medications, and injuries. They are responsible for the correct medication distribution, and shall insure that all medication given to each student who is given a prescription is only acted upon through direct orders of a written prescription by the licensed Psychiatrist.

- E. The Governing body of New Horizons Youth Ranch is composed of the management officers and the Program Director who shall meet bi-annually for formal meetings, which shall include operational discussions for New Horizons Youth Ranch. Written Operating Agreement has been established, and written minutes of formal meetings are kept, which are available for review by the Office of Licensing of the State of Montana. Written minutes of formal meetings shall include, but not limited to the following:
1. Attendance
 2. Date
 3. Agenda Items, and
 4. Actions

***Personnel:**

- 1) All employees will have access to a written copy of the current DHS Provider Code of Conduct, to which they will read acknowledge that they understand, and sign off affirming that they will be compliant to the rules, regulations, procedures, and policies of the DHS Provider Code of Conduct. The Documented compliance sheet should be kept in each employees file.
- 2) The facility administration has written personnel policies and procedures, including provisions for contractual employees, which are approved by the Office of Licensing.
- 3) The facility employs, retains, promotes, and terminates employees, including contractual employees, in accordance with written personnel policies and procedures.
- 4) The facility complies with all laws and governmental regulatory requirements related to employment and personnel practices, to specifically include equal employment opportunities and affirmative actions programs, which have been approved by the appropriate governmental agencies.
- 5) Each staff will come to know and understand the Policy and Procedures manual, which covers, at a minimum: organization, recruitment policies and procedures; employment practices and procedures, including in-service training; promotion; job qualifications, descriptions, and responsibilities; grievance procedures; employee evaluation; physical fitness policy; personnel records; benefits, holidays, leave and work hours, basis for determining salaries; disciplinary procedures; resignation and termination; staff-student relationships; and equal opportunity provisions.
- 6) The facility administration distributes a copy of all personnel policies and regulations to each employee, or makes them available to all employees to read and to acknowledge their understanding of the Ranch Procedures and policies for complete compliance.
- 7) Comprehensive duty/job descriptions for each position shall be in writing and furnished to each employee performing the function.
- 8) All assigned positions within the facility are re-examined, at least annually, by the Program Director to ensure that organizational objectives are being met.
- 9) The facility administration maintains a current, accurate, and confidential personnel record for each employee. The file shall contain the following information:
 - a. Application with qualifications
 - b. References
 - c. Dates and terms of employment
 - d. Non-disclosure and non-compete agreements
 - e. Written evaluation of job performance at least annually
 - f. Training Record
 - g. Extraordinary or special incident reports
 - h. Reason for Termination
- 10) Policy and Procedure governs the confidentiality of the personnel record by restricting its availability only to the employee who is subject of the record and to others who have a need for the information in the performance of their duties.
- 11) Procedure exists whereby the employees can challenge information in his or her personnel file and have it corrected or removed if it proves to be inaccurate.
- 12) Career ladder positions shall be established with the youth care staff, reflecting consideration of experiences as well as educational background. All staff shall be employed on an equal opportunity basis.
- 13) The Term of the Program Director is continuous and may be terminated only by the

appointing authority for good cause and subsequent to a formal and open hearing on specific charges, if requested.

- 14) The Case Manager is the person who is responsible for direct daily care and supervision of the residents in the facility along with Staff Members with whom they work with. Case Managers are key members of the treatment team. They make sure that the student enrolled in New Horizons Youth Ranch under specific jurisdiction is receiving quality care, effective treatment and growth opportunities. Each Case manager will be in direct contact with each student in the program everyday (Monday-Friday). Case managers will attend most of each student's therapy groups as well as the coordination and treatment team meetings concerning each student. If a student has any complaints or grievances they will register them with their case manager. The case manager ensures that they are properly reviewed and that action is taken. Case managers are in charge of proper professional program to family relationships through coordinating weekly scheduled telephone calls, family visits to the ranch, student's visits home, completion of the program, and any special needs. They will also report general updates on academics, behavior modification, residential living, therapeutic progress, and medical/dental needs. They will document daily progress of each student to properly update the therapist and parents of each youth. The parents of each student will contact their case manager to get an update of their child once every week as prescheduled.
 - a. A case manager shall plan, supervise, and participate in the student's activities as directed by the program director or director's designee.
 - b. A case manager is responsible to report to their staff supervisor the student's need for services not directly provided by the facility, to ensure that each student has access to necessary services.
 - c. Pay scales or rates for staff should be at least equal to those of staff in other facilities with similar educational and experience requirements. See miscellaneous items in the back of this manual.
- 15) The facility shall have adequate clerical staff to keep correspondence, records, and accounts and files current and in good order.
- 16) Maintenance and housekeeping staff. The facility shall employ or otherwise make available persons in sufficient number, depending on the size of the facility, the number of persons served, the number of buildings and the grounds area to be maintained, to be responsible for optimal maintenance and housekeeping.
- 17) Policy and procedure provide for provisional appointments to ensure the availability of personnel for short-term, full-time, or part-time work in emergency situations.
- 18) Policy outlines experience and education substitutes for position qualifications.
- 19) Policy provides that youth care and professional staff are appointed initially for a probationary term of not less than three months or more than one year.
- 20) The facility administration has a grievance procedure for employees that have been approved by the governing authority, which can be referred to under **R501-2-9.**
Personnel Administration.
- 21) Policy and procedure provides for at least an annual written performance evaluation of all employees, which is based on defined criteria and is reviewed and discussed with the employee.
- 22) Policy and procedure provide for merit pay increases for outstanding performance or special achievement contingent on funding availability.
- 23) Policy and procedure provide that employees are reimbursed for all approved expenses

incurred in the performance of their duties.

- 24) Duties that require possession of a current certificate, license, or registration as evidence of special competence to perform those duties shall be licensed and certified as required by law or ordinance.
- 25) Policy and Procedure also include a code of conduct for all facility employees that define acceptable and non-acceptable conduct both on and off duty; which can be found in the "miscellaneous items" at the end of the manual.

R501-2-10 Infectious Disease

R501-2-10 Infectious Disease

- A) The Ranch has policies and procedure designed to prevent and control communicable disease in the facility, which include:
- a. Employees must wash hands for 30 seconds with soap and warm water after using the restroom and before handling food.
 - b. Resident Youth must wash their hands and clean up before meals
 - c. Employees must always wear gloves when handling food
 - d. Food preparation area will be sanitized before and after food preparation
 - e. Dishes must be washed, sanitized, and rinsed after each use and properly stored
 - f. Residents bedding and clothing that have been previously worn once must be washed at regular scheduled times once a week
 - g. Bathrooms will be cleaned and sanitized daily.
 - h. Staff members will not be permitted to work when it has been determined that they have a communicable illness until they are healed. In cases that that may arise where illnesses have not been determined, but signs and symptoms are prevalent, staff will be released from duty until a doctor grants recommendation to return to work or until symptoms no longer exist.
 - i. Once it has been determined that a resident has a disease that may be a threat to the other residents and staff, his case will be reviewed, and he may be released from the program, at the discretion of the Program Director.

Miscellaneous Items

Miscellaneous

*** FOR FURTHER EXPLANATIONS, SEE CODE OF CONDUCT AT THE END OF THIS SECTION***

EMPLOYEY ATTENDANCE, DRESS CODE, CONDUCT, AND WORK ETHIC

Employees that are on salary pay must work their full shifts for the full week. Pay may be deducted per day if approval and authorization for leave has not been granted by the Program Director.

Employees will not engage in personal activities, business, errands, and personal phone calls, which become distractions from taking care of their work duties and assignments when they are being compensated for their work and services they are to give to the Ranch. See Code of Conduct for conflict of interest.

Staff will not use or utilize the Ranch's equipment or property for personal use, including but not limited to: phone, food, cooking equipment, vehicles, recreational equipment, office supplies and or equipment or any information that is held confidential within the Ranch.

Work Attendance: Staff is expected to be on shift on time and ready for work. Warnings area s follows: 1) verbal warning, 2) written up, 3) Suspension, 4) Termination. The attendance chart clears and starts over again every quarter.

All staff off the clock needs to leave the facility promptly. Loitering is acceptable only in the parking lot. Staff on shift should be in the facility; staff off shift should be out.

Absolutely NO smoking for staff that is on or off shift that are on the premises.

Proper dress, cleanliness and hygiene is of importance seeing how even the scent of smoke can cause a youth in the Program to relapse or hinder their progress when dealing with substance abuse.

Dress code for employees is as follows: Must wear nice Polo shirt on shift, no ripped or torn jeans, No sandals or slippers, No T-shirts. Exceptions are granted with approval by only the Program Director.

NO friends or family of staff are permitted in the facility.

Staff CANNOT sleep on shift! Sleeping on shift will result in immediate termination.

Female staff must always be accompanied by a male staff member when working with male residents. Female staff members must not enter a male resident's room unless accompanied by a male staff member, or be alone in any situation with a male resident, including but not limited to, transportation, therapy, schooling, recreational activities, or any part of the program.

Only the Cooks are authorized to be in the kitchen. Any other staff is not permitted in the kitchen at any time. Exceptions and authorizations will be made by the Program Director.

Only when staff are on shift are they permitted to eat, however they are only able to eat the same

food at the same time and the same portion as a level one in the program, nothing more.

Staff must refrain from off color jokes including but not limited to, religious, sexual, racist, or gender and see that resident's do the same.

Staff will not talk about drugs, alcohol, substance abuse, war stories, or the revealing of past transgressions, unless under the direct supervision in a controlled therapeutic setting.

The Ranch has zero tolerance of sexual harassment in both verbal and physical nature resulting in immediate termination.

Religion:

Employees shall not push or encourage a specific faith/religion/doctrine, etc. New Horizons Youth Ranch is strictly non-denominational. New Horizons Youth Ranch DOES encourage spirituality and a belief in a higher power.

Employees are not permitted to undermine a youth's faith, religion or spiritual belief. If youth ask for religious material or literature, they will have the opportunity to obtain it at the library or from their parents.

Pictures/Photos:

Procedures provide that pictures/photos of each youth enrolled at New Horizons Youth Ranch are permitted for records, displays at approved activities, upon parental request. Under no other circumstances are photographs permitted.

Touring of Facility:

New Horizons Youth Ranch is not open to the public. Policies prohibit touring of the facility except by approved persons: State licensing personnel, prospective clients, current clients, and employees.

Mail

Procedures proved that guardians understand and agree with New Horizons Youth Ranch mail policy. Guardians are the only ones authorized to give a list of approved persons to write to their youth and with whom that youth may correspond. All other mail will be sent to the guardians, who will then decide whether or not the mail is appropriate and distribute it to the correct people. Any mail from someone that is not on the authorized list will be returned to the sender. Packages mailed to a resident in the program must be opened by the resident supervised by a staff member to ensure that contraband or other inappropriate materials not be brought into the facility. No mail will be opened by any staff member. All unapproved mail or mail without a return address will be sent back to the guardian at the guardian's expense.

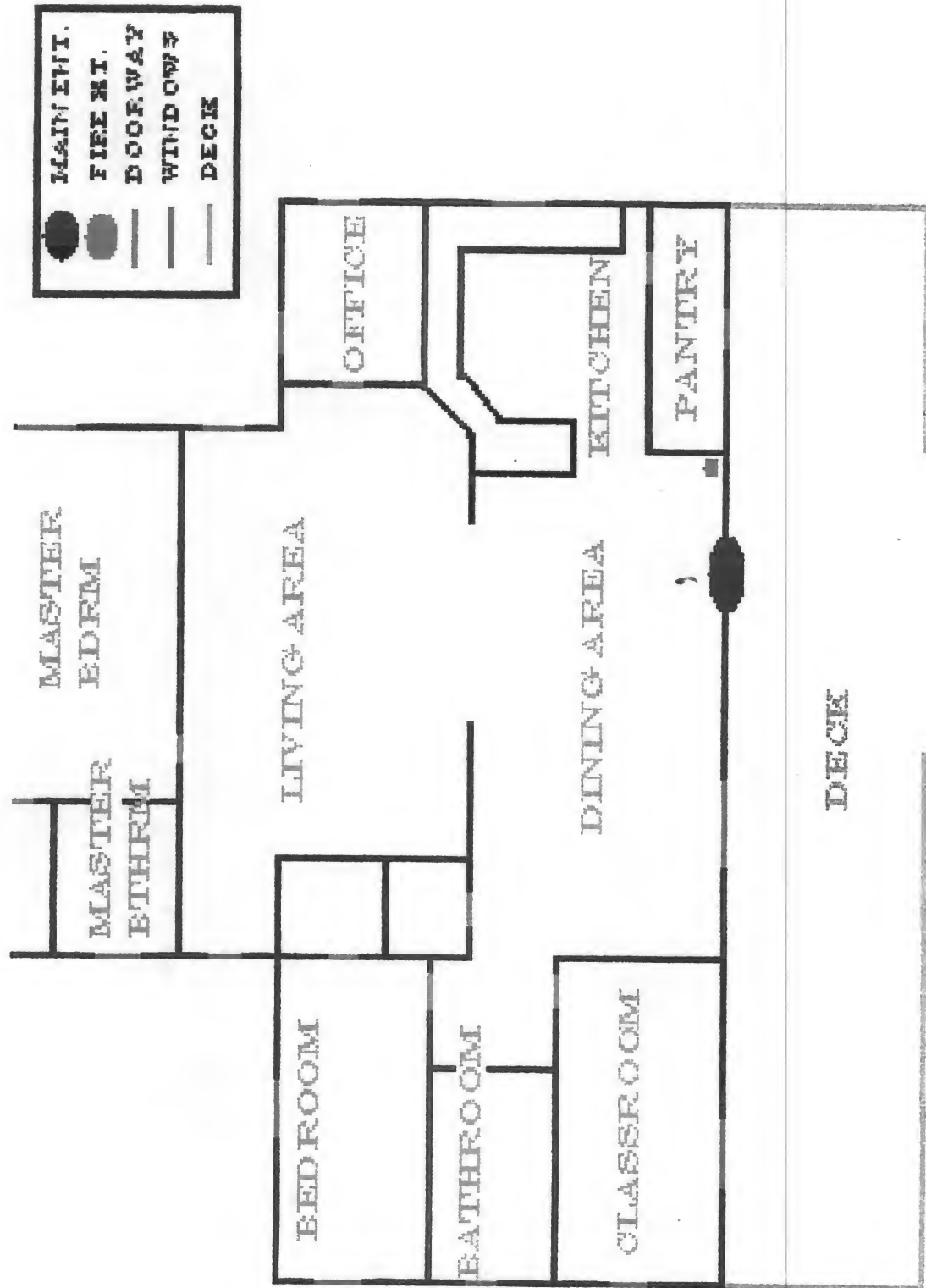
Medications

All medications, pills, vitamins, etc. will be taken from the resident at intake and locked in a medication closet and distributed by approved staff. Employees that are dependent upon medication must inform the Program Director at the time of their employment date, where medication must be out of reach and inaccessible to Youth in the program.

Accusations Against Employees

In the event that a situation arises that accusations are brought against an employee of New Horizons Youth Ranch, the appropriate authorities will be contacted, and the employee will be released of duty until an investigation is completed and the accusations cleared.

*****FOR FURTHER EXPLANATION, SEE CODE OF CONDUCT*****



TIME	SATURDAY	TIME	SUNDAY
8:00-9:00am	Wake Up, Devotional, Shower, Chores	7:00-8:00am	Wake Up, Devotional, Shower
9:00-9:30am	Breakfast Prep	8:00-8:30am	Breakfast, Kitchen Clean-Up
9:30-10:00am	Breakfast	9:00-9:30am	Dressed and Ready for Church, Load Up
10:00-10:30am	Kitchen Clean-Up	9:30am	Depart from House
10:30-1:00pm	Free time	10:45-1:00pm	Church Service
1:00-2:00pm	Lunch Prep, Eat, Clean-Up	1:00-2:00pm	Lunch
2:00-4:30pm	Finish All Chores or Assignments/ Free Time	2:00-4:00pm	Free Time
4:30-5:30pm	Dinner Prep	4:00-5:30pm	Dinner Prep
5:30-6:30pm	Dinner	5:30-7:00pm	Dinner, Clean-Up
6:30-7:00pm	Kitchen Clean-Up	7:00-8:00pm	Free Time
7:00-8:30pm	Family Meeting	8:00-9:00pm	Showers/Free Time
8:30-9:30pm	Free Time	9:00-10:00pm	Journal/Read
9:30-10:30pm	Showers, Journal, Read, Write Letters	10:00pm	Lights Out
10:30pm	Lights Out		

TIME	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
6:00-7:00am	Wake Up/Showers Devotional Time	Wake Up/Showers Devotional Time	Wake Up/Showers Devotional Time	Wake Up/Showers Devotional Time	Wake Up/Showers Devotional Time
7:00-8:00am	Chores/Breakfast	Chores/Breakfast	Chores/Breakfast	Chores/Breakfast	Chores/Breakfast
8:00-12:00pm	School	School	School	School	School
12:00-12:45pm	Lunch	Lunch	Lunch	Lunch	Lunch
1:00-2:30pm	School	School	School	School	School
2:30-4:30pm	P.E./Skill Development	Health	P.E./Skill Development	Health	P.E./Skill Development
4:30-5:30pm	Clean House/ Dinner Prep	Chores/Dinner Prep	Clean House/ Dinner Prep	Chores/Dinner Prep	Clean House/ Dinner Prep
5:30-6:00pm	Dinner	Dinner	Dinner	Dinner	Dinner
6:00-6:30pm	Dinner Clean-Up	Dinner Clean-Up	Dinner Clean-Up	Dinner Clean-Up	Dinner Clean-Up
6:30-7:30pm	Family Meeting/ Open Discussion	Family Meeting/ Open Discussion	Youth Service (6:00-10:00)	One on One/ Week Review	Family Night, Games, Movie
7:30-8:30pm	Bible Study/Teen Challenge or Assigned Reading	Celebrate Recovery	Youth Service (6:00-10:00)	Celebrate Recovery	Family Night Continues
8:30-9:00pm	Showers	Showers	Youth Service (6:00-10:00)	Showers	Family Night Continues
9:00-10:00pm	Journal/Quiet Time	Journal/Quiet Time	Youth Service (6:00-10:00)	Journal/Quiet Time	Family Night Continues
10:00pm	Lights Out	Lights Out	Lights Out	Lights Out	11:00 Showers, Journal, Lights Out

R501-2-9. Personnel Administration

R501-2-9 Personnel Administration

- 1) **Employee Grievance Procedures** are as follows: There is an employee grievance policy to ensure that all employees receive fair and reasonable treatment within the policies and procedures of New Horizons Youth Ranch, in an employee feels that he/she has been treated unfairly, he/she may follow Step #1 and Step #2 by first taking their grievance up with their immediate supervisor orally, or file a grievance by filling out a form and placing it in the Program Directors grievance/suggestion box. The program director and his/her committee, which includes the following personnel, Assistant Director and Supervisory Staff, that are involved or who may be aware of the situation that is to be dealt with , and other staff is needed, will review all grievances. There are three levels of appeal:
 - a. Program Director/Assistant Directors/Supervisory Staff
 - b. President/CEO/Managing Members
 - c. Montana State Division of Licensing

*All decisions of each grievance hearing will be final unless appealed to the next level of authority. The decision of the licensing authority from the State of Montana will be final in all cases.

** The Employee Grievance Form is as follows on the next page:

New Horizons Youth Ranch

Employee Grievance Form

This Form is to be used after the employee has orally taken up the grievance with the Immediate Superior, has had an opportunity for full discussion of the grievance, and has found the Superior's response to be unsatisfactory at the First Step.

Employee's Statement: The following occurred on the _____ day of _____, 20____, and was presented to my Immediate Supervisor on the _____ day of _____, 20____.

I am not satisfied with the answer I have received, and therefore request and shall make a written grievance to be appealed to step two of the grievance procedure:

Grievance:

Requested Remedy:

Employee's Signature _____ Date _____

Immediate Superior _____

Phone # _____

Step Two

Program Director's Committee: We have received the above grievance on the _____ day of

_____, 20____

Program Director's Response: I received the above grievance on the _____ day of

_____, 20____ which was (Within/Not Within) the thirty day limit and my

response is as follows:

Program Director's Signature _____ Date _____

() I am satisfied with this response and consider grievance to be settled.

() I am not satisfied with this response and request an appeal to the next level because:

Employee's Signature _____ Date _____

(Final Decision)

2) **Line of Authority** is as follows:

- a. Management officers
- b. Program Director
- c. Assistant Director
- d. Facility Director
- e. Staff Supervisors
- f. Case Managers
- g. Line Staff Members (Full-time)
- h. Line Staff Members (Part-time)

Management Officers: The management officers are responsible for making sure the business end of the company is running correctly, that is in compliance with all local, state, and federal laws. The management officers have the final say in all aspects of the business concerning any matter that has come before them. In the Line of authority: they are the head of the Company. Management Officers are responsible for the budget and accounting expenditures and income of New Horizons Youth Ranch. Policies and Procedures are implemented only through the management officers, on a unanimous decision basis.

Program Director: The Program Director is to assist the Management Officers in their responsibilities, ensure the safety of the students, and that the Program is compliant with all contracts with the parents (Enrollment Agreement). The Program Director is also in charge of making sure that the students are treated fairly, if any Staff Supervisor has any problems or complaints; they take it to the Assistant Program Director. If the Staff has any concerns about the Staff Supervisor, they take them to Superior Supervisors, then Assistant Director if available, then finally the Program Director if there is an unresolved issue, as a last resort. The Program Director is responsible for insuring, updated certifications for all staff as far as CPR, First Aide, Food Handlers Permit (when applicable), Mandt training/ PCS training, Cleared BCI's, staff compliance with Policies and Procedures - with sign off sheet of Policies and Procedures. Organize staff training and reviews for compliance with State standards. And ensure that Interstate Compacts for out-of-state students are taken care of. The Program Director shall give each parent a phone call on the initial intake of a new student that comes into the Ranch, to briefly explain the Program of the Ranch, and to let the parent's know we are excited to have their child in the Program. This phone call is simply to open lines of communication with the parents, and to ensure they have made a great choice in sending their son to us. This call should be only 5-10 minutes.

The duties and responsibilities for which the Program Director is accountable for are formulating facility goals, establishing policies and priorities related to them, and translating the goals into measurable objectives for accomplishment by staff.

The Program Director and designated staff will monitor the progress toward achieving previously identified program objectives at least annually.

The Program Director or Assistant Directors will be responsible for providing staff orientation, in-service training, and a regular and continuous development program.

Policy provides for legal assistance to be available to the Program Director for the purpose of formulating policy advising on individual cases, and representing the program or facility if required before courts and other appropriate bodies.

The Program Administration will furnish information at least annually, which is used to report on the objectives, programs, resident population, major development, problems, plans, and such additional information as the appropriate State organization may require.

Under the general direction of the Management Officers, the Program Director or Assistant directors if delegated by the Program Director will perform the following duties:

- i) Accept the responsibility and be accountable for the program of the facility in its entirety. The Program Director will be responsible and accountable for his/her own direct actions and the interactions of staff members, for the implementation of programs and policies, for the safety and serviceability of the facility, and for the health and welfare of all residents' in the facility.
- ii) To develop and suggest to the management officers for their review and appropriate action, the general policy for operation of the program.
- iii) Assist in preparation or prepare the budget and present it to the Management Officers Administrative office for its review and approval.
- iv) Within new Horizons Youth Ranch LLC, organizational guidelines, manage and oversee the budget and maintain accurate financial records.
- v) Employ and discharge members of the staff according to established Policies and Procedures.
- vi) Hold Staff meetings on a regular basis to discuss and to interpret policies and procedures to the staff.
- vii) Be responsible for the inventory and the safe keeping of equipment, supplies and property, whether they are the property of the facility, or that of the enrolled youth.
- viii) Designate Assistant directors or an individual who will be in charge to carry out the duties and responsibilities during his/her absence.

Assistant Program Director: The Assistant Program Director is to assist the Program Director in all of his/her duties, and assume all responsibilities of the Program Director in his/her absence. The Assistant Directors are responsible for the scheduling of staff for shift coverage, as far as work schedule. Their primary jurisdiction is over the Staff Supervisors in ensuring that they carry out their duties and assignments. If issues and disputes are unresolved by the Staff Supervisors, they then are within the jurisdiction of the Assistant Program Director. The Assistant Program Director is to report all unresolved issues, complaints or concerns to the Program Director for action. The Assistant Program Director is to maintain a written report on the work ethic, issues or concerns, and unresolved problems by their Staff Supervisors concerning staff whom they are over. All staff within the jurisdiction of the Assistant Program Director must resolve all issues through the chain of command before it comes to the attention of the Assistant Program Director, then finally the Program Director. Assistant Program Directors will be responsible for providing staff orientation, in-service training, and a regular and continuous development program. In cases where the Program Director is absent, the Assistant Directors shall be responsible to perform the duties and assume responsibility of the following:

- i) The Primary role of the Assistant Directors is to oversee and ensure the security of the facility both for staff and all youth enrolled in the Ranch.
- ii) Assistant directors will be responsible and accountable for his/her own direct actions and the interactions of staff members, for the implementation of programs, and policies, for the safety and serviceability

- iii) of the facility, and for the health and welfare of all residents' in the facility. Hold staff meetings on a regular basis to discuss and to interpret policies and procedures to the staff.
- iv) Be responsible for the inventory and the safe keeping of equipment, supplies and property, whether they are the property of the facility or that of the enrolled youth.

Facility Director: The Facility Director is an optional position designated at the Program Directors discretion. The duties and responsibilities of the Facility Director is to insure the security, serviceability, and working order of the physical plant known as the facility.

Staff Supervisor: The Staff Supervisor oversees all Staff under their jurisdiction, and properly resolves problems or issues. They are to make sure that the Staff under their jurisdiction have their proper permits and training. If the students have a complaint about a Staff member, they take it to their Case Manager, who then should address it with their Staff Supervisor. If the Staff has any questions, they take them to the Staff Supervisor. Staff Supervisors are also responsible for the orientation procedure for each new student into the Program (completely checking clothing, luggage, and personal items for contraband) and assigning the student to a specific Family Group, and ensure that the student understand all of the rules and expectations of the Program, and gives the student their student handbook. Everything must be resolved through the Chain of Command without neglecting the Direct Line of Authority. The Staff Supervisors are to maintain a written report of how well the Case Managers within their jurisdiction carry out their duties (good or bad). They shall check on the communication between their Case Managers with the parents with whom they work with to insure proper updates and the confidentiality of the program, staff, and other students, and to insure privileged information that is within non-disclosure is upheld. Staff supervisors are directly under the jurisdiction of the Assistant directors who are directly accountable to the Program director. Each staff supervisor shall be responsible for the designated case managers who are in his/her jurisdiction. The case managers who are under a designated staff supervisor must report their activities, information, concerns that a student in the program may have, concerns that other employees may have which should be relayed up the chain of command, must first be brought to their staff supervisors attention before climbing further up the chain of command. The staff supervisors shall ensure that proper filing and documentation is taken care of with his/her case managers, which include the following: adequate amount of staff for shift change, shift coverage, daily progress notes, status points of each student, documented parent conference calls, log-ins for visitations, incident reports clearly and accurately filled out by person involved in his/her jurisdiction. Staff supervisors shall understand that although case managers are the only ones named with whom his/her jurisdiction may cover, however each staff supervisor should understand that accountability for employees and youth that fall under case managers in his/her jurisdiction also becomes theirs too. The staff supervisors are responsible for the staff during their specific shift that are case managers, staff members (line staff) in making sure that each assigned shift and position with whom they are accountable for is covered for the shift they assume responsibility over and that an adequate amount of staffing is there to relieve his/her shift when the next Staff Supervisor relieves him/her of duty.

Case Managers: Case Managers are responsible for a specified "Family Group" of student in which they will work with. Family Groups will consist of 6-8 students in a Family. Case Managers are the Senior Staff Members in the Chain of Command. They are responsible for the reporting of

the student's daily points with the discussion of their Team Staff Member; maintain daily progress notes of their students. Case Managers shall handle weekly phone reports when informing parents of the progress of the students with whom they are responsible for when parents make their weekly phone call. They shall give a report to the parents of their child that discusses the progress of the student Academically, Therapeutically, Behaviorally, Point and Level Status, any problems or discrepancies, and overall progress. These specific phone calls shall last (20 minutes only) and be made on a pre-arranged time schedule that the parents should follow when calling. Case Managers must refrain from giving personal information of other Students, Staff Members, Population, Therapeutic Advice or counsel when it comes to parents or students, confidential information or experiences with other students, events, activities, or mishaps that are not directly dealing with the specified child of the parent in whom they are communicating with. Case Managers are to maintain proper updates and the confidentiality of the program, staff, and other students, and to insure that privileged information that is within non-disclosure is never released. Case Managers are responsible for verbally making the Staff Supervisors aware of how the Staff Members are working and carrying out their responsibilities. Case Managers are responsible for resolving issues and problems with Staff Members with whom they work directly. Case Managers should take all unresolved issues or concerns they have with the Staff Members to their Staff Supervisor. Case Managers shall be responsible for making a Written Report when getting weekly updated Verbal Reports from the Head Schoolmaster for each student's schooling and the Clinical Director for each student's Therapeutic Progress in whom they are responsible for in passing the information on to the parents. The case manager is the person who is responsible for direct daily care and supervision of the residents in the facility. Case managers are key members of the treatment team. They make sure that the youth enrolled in New Horizons Youth Ranch under their specific jurisdiction are receiving quality care, effective treatment and growth opportunities. Each case manager will be in direct contact with each youth in the program everyday (Monday-Friday.) Case managers will attend most of each youth's therapy groups as well as the coordination and treatment team meetings concerning each youth. If a youth has any complaints or grievances they will register them with their case manager. The case manager ensures that they are properly reviewed and that action is taken. Case manager are in charge of proper professional program to family relationships through coordinating weekly scheduled telephone calls, family visits to the Ranch, Boys visits home, completion of the program, and any special needs. A case manager shall plan, supervise, and participate in the Youths activities as directed by the Program director or director's designee. Case managers are responsible for reporting the student's need for services not directly provided by the facility to the program director through his/her staff supervisor, to ensure that each student has access to necessary services.

Staff Members: Staff Members are referred to as Full-time or Part-time Staff Members. Staff Members work with the student from day to day along side with the Case Manager. They are in charge of making sure that the students complete all their assignments, keep the facility clean, bedrooms and bathrooms clean. They can also settle minor disputes between the students with the assistance of the Case Manager. The Staff Members also assign Disciplinary Actions to the students as stated in the New Horizons Student Handbook, and ensure student compliance with Rules and Regulations within the New Horizons Student Handbook. Staff Members assume responsibility for full supervision of the students with whom they are responsible for when Case Managers are busy with their responsibilities or in their absence, therefore in such circumstances, stay in restricted area where students and situation are easily manageable. Staff Member's primary responsibility is supervision, protection, and safety of students, and the enforcement of student rules and regulations. Staff Members shall insure the security of the building, and insuring the safe environment for other

staff, and students within the Ranch in the facility, on activities, work projects, and events. The duties and responsibilities of a staff member (Tech I and Tech II) is mainly to insure the physical security, control, and management of the student's in the Program and the facility, through properly monitoring the student's that they are assigned to direct. To put into effect and carry out the rules and expectations that are to be met by the student's in the program through proper procedures in encouraging, reinforcing and discipline in accordance to what is mentioned here in the Policies and Procedures manual. Staff Members (Line Staff) will work each day in a team which is comprised of Line Staff, or a case manager who is the Head of this specific team. Staff Members are accountable to the Case managers over them who is accountable to the Staff supervisor for that shift.

- 3) **Orientation and on-going training:** Orientation for staff members shall include procedures for the following: a one week shadow-training course with a designated staff member with experience in the position that will need filling or assistance. Security measures, daily schedule procedures, emergency procedures and crisis intervention procedures along with other procedures shall be addressed according to the position that the Orientation will be given for.

Mandatory on-going training will include the following:

- a) CPR & First Aide training with proof of certification
- b) Positive Control System Training Course with certification
- c) Training for Food Handlers permit
- d) Defensive driving training course (for authorized drivers.)
- e) Sexual Harassment Training Course
- f) Policies and Procedures Training
- g) Program Philosophy and Behavior Management

Emergency Procedures

- 4) **Performance appraisals:** Employee performance evaluations are conducted at least every six months, or as often as the Program Director deems necessary. Employee performance evaluations will be graded upon the following criteria which shall include, but not be limited to the following:
- a. Attendance/tardiness
 - b. Knowledge of Program Policies and Procedures
 - c. Accurate record keeping
 - d. Up to date on Trainings and certification
 - e. Handling of situations (whether it be daily activities or crisis situations)
 - f. Relationship with fellow staff and Youth in the Program.

*The Employee Evaluation Form for performance appraisals is on the next page as follows:

Employee Evaluation Form

(6-month Review)

Employee _____ SS# _____ - _____ - _____

Date of Hire: _____ Date of Review _____

Does Employee Satisfactorily:

Abide by policies and procedures, and any other rules set forth by New Horizons Management?

Yes No

Report all incidences, properly fill out Incident Report?

Yes No

Maintain PCS, First Aide, CPR and other required certifications/Training?

Yes No

If no, what certifications/training are needed? _____

Report to work on time?	Yes	No
1. I am always on time		
2. I am usually on time		
3. I am sometimes on time		
4. I am rarely on time		
5. I am never on time		

Give notice when unable to work or find a replacement?

Yes No

How would you rate employee? (1=poor, 5=excellent)

Job Performance:	1	2	3	4	5
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Rapport with residents:	1	2	3	4	5
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Rapport with staff:	1	2	3	4	5
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Willingness to perform duties: 1 2 3 4 5

Efficiency in performing duties	1	2	3	4	5
---------------------------------	---	---	---	---	---

What are employee's job-oriented short-term goals? _____

Overall, do you feel that this employee is an asset to New Horizons Youth Ranch?

Yes No

Explain _____

Supervisors Signature _____ Date _____

Program Director Signature _____ Date _____

- 5) **Rules of Conduct:** Rules of conduct can be referred to the code of conduct section at the end of the Policies and Procedures manual.
 - 6) **Sexual and Personal Harassment:** Sexual and personal harassment by employees in relation to fellow staff and youth in the program will not be tolerated, and will result in immediate termination. Sexual and personal harassment will include, but not be limited to the following:
 - a. Jokes or conversation that are sexual in nature
 - b. Jokes or conversations that deal with race, creed, nationality, intelligence, religion or anything that deals with cruel intent in nature.
 - c. Gestures or acts that give sexual implications
 - d. Notes, letters, or any writing that relays sexual content or personal content in nature, implications, acts, personal information dealing with personal being of appearance, sexual preference, living conditions, status, or anything that may bring discomfort to the work place or make the work place a hostile (Intimidating, unfriendly, aggressive, or unreceptive) working environment.
- A) The Program director shall be available during the operation of the Program. When he/she is not available there are specified staff members who are designated to carry on in his/her absence. Refer to the earlier part of this section for details and explanations.
 - B) There shall be a personnel file for each employee, which is filed in the Program Director's office. The personnel file for each employee shall include the following:
 1. Application for employment
 2. Applicable credentials and certifications
 3. Initial medical history (if directed by governing body)
 4. Tuberculin Test (if directed by governing body)
 5. Food handler permit (where required)
 6. Training record
 7. Annual performance evaluations
 8. BCI
 9. Signed copy of the current DHS Code of Conduct
 10. Signed form for policies and Procedures
 - C) Staff shall have access to their employee personnel file only under the supervision of the program director, or in accordance with State and Federal laws.
 - D) The Staff to consumer ratio is one staff to every four consumers at all times during the day time shifts, except at nighttime sleeping hours when staff may be reduced. At nighttime shifts, the staff to consumer ratio may be reduced to one staff to ten consumers; however there must always be at least two staff on at any given time even in cases where there may only be four consumers in all.
 - E) The Program shall employ or contract with trained or qualified staff to perform the following functions with the following criteria requirements:
 1. A person shall be qualified to perform administrative functions with the exception of at least two years experience in similar administrative position with reference or resume confirming.
 2. Fiscal functions shall be performed by a Certified Public Accountant with

credentials for operation, or qualified personnel with minimum of two years experience in similar fiscal functions.

3. Clerical staff shall be contracted in with two years previous experience in reception, bookkeeping, office work, and accounting. Exceptions shall be granted if an individual is trained in areas with certain credentials previously acquired.
4. Housekeeping, maintenance, and food service personnel shall be contracted in, or hired out by an outside company. However the positions must meet the following criteria and requirements for the positions specified which shall include, but not be limited to the following:
 - a. Housekeeping personnel may be contracted in with no experience, however previous experience is preferred. Training shall be available if needed. * This position shall insure that sanitation is met with primary responsibilities over the internal facility, which shall include but not be limited to the following: Laundry, laundry room, bathroom, kitchen, windows, vacuuming, mopping.
 - b. Maintenance personnel shall be contracted with individuals to perform the following duties and responsibilities with a minimum of two years previous experience in similar position of duties and responsibilities with resume confirming, or hired out to an outside company, which can show proof of license and credentials. * This position shall handle the responsibilities and duties, which shall include, but not be limited to the following: The upkeep, service, and repair of facility appliances, property and equipment damages, company vehicles, air conditioning, heating, plumbing, and minor electrical work if needed.
 - c. Food service personnel shall be contracted with individuals to perform the following duties and responsibilities with a minimum of one year of previous experience in similar positions(s) of duties and responsibilities. A resume must be submitted confirming. Food handler's permit must be obtained to fulfill job description. Policies shall permit personnel with no previous experience to be trained to meet job requirements when all criteria is met. If an outside company is contracted in to handle food service, the following criteria must be met: current proof of License, current independent liability insurance, and current food handler's permit. *This position shall handle the responsibilities and duties, which shall include, but not be limited to the following: The preparation and serving of ALL meals, which include breakfast, lunch, dinner, and snacks in accordance with the approved menu that must be followed and each youths dietary requirements and restrictions, purchase and ordering of food, appliances, and equipment to fulfill duties and responsibilities of his/her position. All purchases and ordering for food or any other needs within the job description shall be approved by the program director as they are made. All receipts from purchases and orders shall be given to the program director for accounting purposes.

5. Supervisory personnel shall be employed to perform the following duties and responsibilities with a minimum of three years of experience in similar position(s) of duties and responsibilities, or a combination of work experience and schooling in an applicable area equal to a minimum of three years. Shall have experience with staff management, filing, and record keeping. A resume must be submitted confirming:

*This position shall handle the responsibilities and duties, which shall include, but not be limited to the following: staff management, staff scheduling, staff evaluation, ensuring that staff within his/her jurisdiction carries out their duties and responsibilities. Ensure that staff members complete their daily documentation as well as complete his/her own daily documentation. This documentation may include progress notes, points, incident reports, grievances, and staff shift notes for shift changes.

- F) The job description for each position in the program, which includes specific duties and responsibilities, can be located in **R501-2-9 Personnel Administration.**
- G) Treatment Staff shall be contracted out with licensed and certified personnel, whose qualifications should include experience in care and treatment of youth in residential care, in accordance with State law. Personnel that are not licensed or certified shall be supervised by licensed, certified staff members when treatment, therapy, counseling or group sessions are given.

H) Staff Training

1. All staff members are trained in all policies of the program including the following:
 - a. Philosophy, objectives, services
 - b. Emergency procedures
 - c. Behavior management
 - d. Current program policy and procedures
 - e. Code of conduct
 - f. Line of authority
 - g. Any other relevant information
2. Staff has completed and remains current in a certified First Aide and CPR through the American Red Cross
3. Staff has current food handler permit as applicable and as required by local health authority.
4. All training and certification is documented and maintained on site, to be accessed by proper authority as needed.

R501-2-5. Record Keeping

R501-2-5. Record Keeping

An accurate records system is of utmost importance. Statistical data serves as a basis for evaluating current practices while planning and giving direction to future operations. Such data serves to reveal areas where adjustments in current operations and procedures may be required. An accurate record and report system provides our Program Director with an effective management tool.

- A. Policy and procedure provide for guidelines for the collection and retention of information pertaining to the enrolled youth.
 - a. A record shall be maintained for each youth accepted for care, which is kept in a secure place.
 - b. The contents of case records are identified and separate according to an established format.
- B. Case records are safeguarded from unauthorized and improper disclosure. The facility shall assure that information entered into a case record is complete, accurate, and/or substantiated. The source of information or the basis for substantiation of reported factual information shall be given. Policy and Procedure provide for guidelines for the collection and retention of information pertaining to the enrolled youth.
- C. Program has available a written record for each consumer which includes the following:
 - a. Biographical information and pertinent background information, including:
 - i. Personal history, including social, emotional, psychological, and physical development; this information can be found in the "Addendum" section of the "Enrollment Agreement."
 - ii. Legal status is recorded and documented upon reception of the youth in the program with consent in the "enrollment agreement."
 - iii. Emergency contact, including name, address, and telephone number can be located in the "enrollment agreement" as well.
 - iv. Photo of the youth enrolled in the program shall be placed in the front of the youth's file for proper identification, with the consent for photo granted by the parent or legal guardian of youth in the "enrollment agreement."
- D. Health records of consumers shall be received by the parent or guardian with physical and legal custody upon admission into the program with the "enrollment agreement" which shall include the following:
 - 1. Immunizations
 - 2. Medication
 - 3. Records of physical exams, dental and visual exams
 - 4. Health conditions, diseases
 - 5. Medical History
- E. Signed consent forms
- F. Copy of student's treatment plan
- G. Summary of family visits and contacts
- H. Summary of attendance and leaves
- I. Admission Contract information (Enrollment Agreement)
- J. Documented legal authority to accept, care for, and release student
- K. Documents showing custody and legal responsibility for student
- L. Record of medications administered
- M. Record of incident reports
- N. Progress reports or summary report on youth's stay in New Horizon's Youth Ranch

- O. Program rules and disciplinary policy orientation form signed by youth.
- P. Grievance and disciplinary record
- Q. Final discharge or release of student.

* This section will proceed to Direct Service as follows:

- R. An admission form is completed for every student admitted to New Horizons Youth Ranch and contains at least the following information:
 - a. Enrollment Agreement
 - b. Date of Admission
 - c. Name
 - d. Address
 - e. Date of birth and place of birth
 - f. Education Level and school attended
 - g. Medical problems, if any
 - h. Parents, guardians, or responsible person to notify in case of emergency, including addresses and telephone numbers
 - i. Case manager assigned
- S. The responsible staff member makes all entries into the records assigned to him/her and dates and signs each entry.
- T. There is a single master file identifying all residents at the facility. Information on the status and whereabouts of each student shall be readily available to administrative and supervisory personnel so that security can be maintained.
- U. A monthly population report shall be supplied to the Administration and Management Officers by the facility. The report shall include names of each student, day and date admitted, accumulated months of stay, and any other information, which might assist, with the operation of the facility and the control of admissions.
- V. Unusual incidents that involve or endanger the lives or physical welfare of youth or staff members shall be reported to the Program Director, Management Officers, Parents, and appropriate State and Local authorities.
 - a. Reports shall be forwarded within 24 hours of the occurrence
 - b. Extraordinary or unusual occurrences shall include, but are not limited to
 - i. Death
 - ii. Attempted suicide
 - iii. Fire, where serious bodily harm or significant building damage is done
 - iv. Riot
 - v. Physical assault on youth by staff member when not justified by self-defense or the defense of other youth
 - vi. Sexual assaults or harassment
- W. Reports concerning inspection of fire safety, health, and sanitation conditions shall remain on file at the facility.
- X. A central log of all incident reports shall be maintained by the facility, which shall include date, name of resident(s) involved, and who initiated the report, with specifications of what occurred, and what actions were taken. When an incident occurs, it should be recorded and documented within (24) hours from when the incident occurred. In serious cases where

incidents occur, the documented incident should be reported to the Head of the Management Officers to review the incident with the State and Local authorities.

R501-2-12 Safety

R501-2-12 Safety

- 1) Fire drills are conducted at least quarterly and documented. Notation of inadequate response is documented. The Program director, or his/her delegated assistant will conduct fire drills and emergency response drills to ensure that both staff and youth in the program are completely aware of what to do in such cases where emergencies arise.
- 2) Program provides 24 hour telephone service. Telephone numbers for emergency assistance are posted. There will always be a receptionist to receive phone calls and to receive and give messages. The receptionist can be located in the receptionist area. A list of phone numbers of all the employees of New Horizons Youth Ranch and the roster for their work schedule can be located in the Program Log Roster in the Program Directors office or in the receptionist area.
- 3) Program has adequately supplied first aid kit in the facility, which can be located in all Program vehicles and in the medication closet and also the Program directors office.

R501-2-6. Direct Service Management

R501-2-6 Direct Service Management

A. Eligibility Policy: The guidelines for eligible consumers to enroll into the program are:

- a. Legal Status: Parent/guardian must have both physical and legal custody of child with signed consent forms of written authorization for New Horizons Youth Ranch to perform services.
- b. Age and Sex: The consumers shall be males, 12-17 years of age
 - i. A consumer may stay in the program after he is 18 years of age with
 1. A court order
 2. Consumers permission
 3. Interstate compact
- c. The needs best addressed by the program are:
 - i. Substance abuse
 - ii. Alcohol abuse
 - iii. Depression
 - iv. ADD/ADHD
 - v. Defiance
 - vi. Problems with authority
 - vii. Negative family relationships
 - viii. Negative peer influences
 - ix. Problems with school
- d. The program limitations include:
 - i. Adjudicated youth (dependent upon situation)
 - ii. Sexual Offenders
 - iii. Sever Psychological disorders
 - iv. Sever criminal activity, including rape, murder, etc.
- e. The program's ideal consumer is a 12-17 year old male that is beginning to fall into destructive behavior with academics, ADD/ADHD, anger management, substance abuse, alcohol abuse, defiance, negative peer association, and depression. However, at the discretion of the Program Director, more serious cases may be admitted.

B. Admission Policy

- a. Each student brought into the facility is informed of the steps in the process at the initiation of intake.
- b. Each student admitted into the facility shall be a male student and 12-17 years of age as approved by the Office of Licensing.
- c. Pre-placement requirements shall be met before admittance into the facility. Pre-placement requirements include:
 - i. Enrollment agreement has been properly filled out and signed by all necessary parties.
 - ii. Guardian approval has been established.
 - iii. Program director approves placement of student.
 - iv. New Horizons Youth Ranch does not have a written admission policy for self-admission due to the fact that the Ranch is licensed for youth ages 12-17 and parental consent is necessary.
 - v. All legally responsible persons have been notified of placement of student.
 - vi. If the student is denied admission into the program/facility, the legal guardians shall be entitled to a written, signed statement giving specific

reasons for refusal of admittance, reasons for non-admittance may include, but are not limited to:

1. Non-compliance by guardians
2. Failure to disclose information about students, health, mental well-being, past actions, or any other information that will affect admission decisions.
3. Legally responsible persons have not been properly informed of intended admittance into facility.
4. Program Director feels that student is not an appropriate placement.

C. Intake Evaluation

- a. According to pre-placement procedures and upon admission, the following requirements shall be adhered to and shall be included in written procedures:
 - i. A staff member shall be available or on call at all times to receive a student.
 - ii. Staff members accepting student for admission must determine that each boy is being enrolled under proper legal authority, and the identity of the person being admitted must be verified as soon as possible.
 - iii. Medical form completed
 - iv. A search of the student's clothes and belongings shall be performed to assure against the introduction of weapons or contraband for the safety of the school and the other students enrolled.
 - v. The student's personal property shall be itemized, signed for by the youth and staff, and held safely. He will be given the clear understanding that all personal belongings will be in his possession and the responsibility for care is in his hands.
 - vi. Each student shall be given a shower and clean under and outer clothing, clean towel, clean bedding, and necessary toiletry and personal hygiene articles, including soap, toothbrush, toothpaste, and comb. Blankets shall be in sufficient number to maintain warmth in the prevailing climate conditions. The youth's own clothing shall be laundered if needed and safely stored, ready for use on free times or approved recreational moments.
 - vii. The youth's physical and emotional conditions shall be noted and recorded, along with identifying data:
 1. The processing/admitting staff member shall inquire into and examine the youth for any obvious injuries, medical tags, rashes, unusual cough or high temperature and determine, by questioning, if there are medical problems including drug and alcohol abuse, asthma, diabetes, epilepsy, mental distress or other conditions which require medical attention, along with any mental or social disorders
 2. Any youth showing signs of, or reports, physical or mental distress or drug or alcohol abuse shall be referred to health care personnel as appropriate.
 3. Any medication in the possession of a youth at admission shall be labeled for identification and withheld until a determination is made by the Ranch's doctor on the need for its continued use. This determination is made regarding the need for its continued use. This determination shall be made at the earliest possible time.

4. Any seriously injured or seriously ill student must not be admitted to the facility until a license physician has conducted a medical examination. A written record of diagnosis, treatment, and medication prescribed shall accompany the youth if processing and admission approval prevails.
 5. All methods used in evaluating a consumer consider cultural background (ex: behaviors or health conditions affected by students' cultural background) dominant language, and mode of communication.
- viii. An initial orientation shall be conducted by the Staff Supervisor. The orientation shall include, but not be limited to the following:
1. Information pertaining to rising and retiring, meals, mail procedures which is made available in the daily schedule, telephone privileges, visiting, correspondence, recreation, and medical care. Rising time is at 7:00 am, retiring time is according to level status which is either at 8:30 pm, 9:00 pm, 9:30 pm, 10:00 pm, 10:30 pm, and/or 11:00 pm. Meals are served at 7:30 am for breakfast, 1:00 pm for lunch, 4:30 pm for snack, and 7:00 pm for dinner.
 2. Rules of conduct
 3. Disciplinary procedures
 4. Information regarding programs, such as education, arts and crafts, counseling, and all social services
 5. Procedures for making requests or entering complaints to staff members
 6. Copy of the printed facility rules, expectations, and rights shall be available to each student. Staff supervisors shall explain or clarify the contents of the material, especially for youths who do not have adequate reading or comprehension skills. Youths shall have a signed copy acknowledging their receipt of the rules placed in their case record.
- ix. A notice of facility rules and resident's rights shall be posted in all living areas, other than sleeping rooms.
- x. A record for each youth shall be established at admission and maintained throughout the period of enrollment.
- xi. After a youth has been admitted, showered, issued clothing and other essentials, he shall not then be put in his room with no further explanation. This is a time for staff to orient the youth to the rules of his new surroundings and provide appropriate counseling to help him utilize the program that is signed and dated by the youth.
- xii. Once the youth is situated, the Case Manager will notify the parent or legal guardian of the youth's safe arrival and any other pertinent information.
- D. Enrollment Agreement:** An enrollment agreement is developed with consumer and responsible person, and, if possible, signed by all parties. The original signed enrollment agreement is to be kept in the consumer's record, with copies available to the involved person. The enrollment agreement shall include, but not be limited to the following:
- a. Rules of the Program
 - b. Consumer and family expectations
 - c. Services to be provided, and cost of service

- d. Authorization to serve and to obtain emergency care for consumer
 - e. Arrangements regarding absenteeism, visits, vacation, mail, gifts, and telephone calls when appropriate, and
 - f. Sanctions and consequences
- E. Treatment Plan:** Consumer Treatment Plan is individualized, as applicable:
- a. A staff member (Case Manager) is assigned to each consumer and has responsibility and authority for development, implementation and review of plan.
 - b. The plan includes the following:
 - i. Findings of intake evaluation and assessment
 - ii. Measurable long and short term goals and objectives
 - 1. Goals and objectives are clearly derived from assessment information
 - 2. Goals or objectives stated in terms of specific observable changed in behavior, skills, attitudes or circumstances
 - 3. Evidence that consumer input was integrated where appropriate in identifying goals and objectives.
 - iii. Specification of daily activities, services, and treatment
 - iv. Methods of evaluation
 - c. Treatment Plans:
 - i. Plans are developed within 30 days of admission by treatment team and reviewed by a licensed clinical professional. Thereafter, treatment plans are reviewed by a licensed clinical professional as often as stated in treatment plan.
 - d. All persons working with consumers directly are appropriately informed of the individual treatment plan
 - e. Reports on progress on consumers are available to applicable divisions, the consumer, or legally responsible person
 - f. Treatment record entries include the following:
 - i. Identification of Program
 - ii. Date and duration of services provided
 - iii. Description of services provided
 - iv. A description of consumer progress or lack of progress in achievement of treatment goals or objective as often as stated in treatment plan
 - v. Documentation of review of consumer's record includes the following
 - 1. Signature
 - 2. Title
 - 3. Date
 - 4. Reason for review
 - g. Transfer and Discharge**
 - i. Discharge plan identifies resources available to consumer such as independent living, requirements for G.E.D, work options, other educational options and/or career options.
 - ii. Plan is written so it can be understood by consumer or responsible party
 - iii. Whenever possible the plan includes the following:
 - 1. Reason for discharge or transfer
 - 2. Adequate discharge plans, including aftercare planning
 - 3. Summary of service provided
 - 4. Evaluation of achievement of treatment goals or objectives

5. Signature and title of staff preparing summary
6. Date of discharge or transfer

* The Discharge Form is on the next page as follows:

New Horizons Youth Ranch AUTHORIZATION AND RELEASE

Pursuant to the contract for services and pursuant to our recent discussions, I/We the Parent(s)/Guardian(s) of _____ hereby acknowledge that my son is no longer affiliated with New Horizons Youth Ranch, LLC, program in Montana. I understand and have been advised of other options, and that my child will be released to a youth transport service or to the parent/guardian at the agreed upon time.

I understand and acknowledge that once my child leaves New Horizons Youth Ranch's custody and control, New Horizons Youth Ranch will have no further responsibility or liability for the care, custody or control of my child.

If my child is to be transported by a youth transport company, I authorize my child to be transported by the below listed company.

Dated this _____ day of _____, 20____

Please sign legibly

Parent/Guardian

Parent/Guardian

New Horizons Youth Ranch Representative

Transport Company: _____

(Continued Authorization and Release Form)

I hereby acknowledge that I picked up _____ on
the ____ day of _____, 20__.

Transport Company Representative

iv. Unplanned Discharge

1. In the case of unplanned discharge, signature or recorded telephone authorization is given by person legally responsible for boy
2. When possible, discharge consent papers should be signed by the legal guardian, which clearly states their understating of unplanned discharge, and reasons for such case. Documentation should be kept in the student's file.
3. All other discharge procedures will be completed within 15 days of discharge.

h. Incident or Crisis Intervention records:

*** The Procedures for Incident Reports are as follows:**

- a. The Program has written procedures for the reporting and documentation of deaths of consumers, injuries, fights, physical confrontations, situations requiring the use of passive physical restraints, suspected incidents of abuse or neglect, unusual incidents, and other situations or circumstances affecting the health, safety, or well-being of consumers.
 - I. Procedures for the reporting and documentation of deaths of consumers, injuries, fights, physical confrontations, situations requiring the use of passive physical restraints, suspected incidents of abuse or neglect, unusual incidents, and other situations or circumstances affecting the health, safety, or well-being of consumers is as follows:
 1. Record a complete, clear and accurate account of what happened on the Incident Report Form (Incident Report forms and supplemental forms should be completed and turned into the Program director within 24 hours of the incident.)
 2. Supplemental Report Form should be filled out by a witnessing staff to verify the authenticity of the situation.
 3. Incident and Supplemental Reports shall be reviewed by the Governing authority, which shall be the Program director and his/her committee; depending upon the severity; Office of Licensing, Local and State law.
 4. Documented Incident and Supplemental forms shall be filed in the Program Director's office in the facility premises.

****Incident Reports and Supplemental Report Forms are as follows:**

New Horizons Youth Ranch

INCIDENT REPORT FORM

Resident's Name _____, _____ Dare _____
(Last) (First)

Staff Name _____ Time _____

Name of Staff(s) involved _____

Name of other Resident(s) involved _____

Location of Incident _____

Situation of Incident:

- ☐ Drugs and Alcohol
- ☐ Escape
- ☐ Destruction
- ☐ Theft
- ☐ Lying
- ☐ Hiding other Violations
- ☐ Tampering/Fire Equipment
- ☐ Fighting/Aggressive
- ☐ Possession of Weapon
- ☐ Possession of Sexually Explicit Material
- ☐ Smoking
- ☐ Away w/o Permission
- ☐ Management Disturbance
- ☐ Law Disturbances, Specify _____
- ☐ Assault on Staff
- ☐ Clothing Rules
- ☐ Vulgar Rules
- ☐ Poor Application
- ☐ Other, Specify _____

Descriptive Narrative (Be clear, specific and complete)

New Horizons Youth Ranch

INCIDENT SUPPLEMENTAL REPORT FORM

Resident's Name _____, _____ Date _____
(Last) (First)

Staff Name _____ Time _____

Name of other Resident(s) involved _____

Location of Incident _____

Descriptive Narrative
(Be clear, specific and complete)

Actions Taken:

Staff Signature (Recorder) _____ Date _____

Case Manager Signature _____ Date _____

Program Director Signature _____ Date _____

-
- b. Records include the following:
 - i. Summary information
 - ii. Date, time of emergency intervention
 - iii. Action taken
 - iv. Employees and management responsible and involved
 - v. Follow up information
 - vi. List of referrals
 - vii. Signature and title of staff preparing report
 - viii. Records are signed by management staff
 - c. Report is maintained in individual consumer records
 - d. When an incident involves abuse or neglect of a consumer, or death of a consumer, the program
 - i. Prepares a preliminary written report within 24 hours of the incident
 - ii. Notifies the Office of Licensing by giving a description of what has occurred through the Incident report with pertinent information such as address, phone numbers, etc. The Youth's parent/guardian shall be contacted immediately, also Division of Child and Family Services (DCFS) and legally responsible person, and appropriate law enforcement

E) Intensive Supervision

- 1) If any student is assigned Intensive Supervision,
 - a. A designated Staff Member provides services to consumer as frequently as determined in treatment plan or contract. Reasons for Intensive Supervision may include, but not be limited to the following:
 - i. Suicide attempts2 weeks
min/ 4 weeks max
 - ii. Escape attempts.....1 week
min/ 3 weeks max
 - iii. Assaultive behavior towards other consumers or staff.....3 days
min/ 1 week max
 - iv. If supervising staff member feels that consumer is a threat to himself or others, and justifies his reasoning.
 - b. Action is justified in consumer's record and cleared by the licensed clinical supervisor

R501-2-4. Statutory Authority

R501-2-4 Statutory Authority

A) Ownership and Company of the Program are documented through the By-Laws or the Operating Agreement of the company and in the Articles of Incorporation. The presiding Officer of the Board, who is the Chairman of the Board, holds these documented records. If there is not a Chairman of the Board, then the Registered Agent of the Company shall hold these documented records.

NEW HORIZONS YOUTH RANCH

PROGRAM STUDENT HANDBOOK

NEW HORIZONS YOUTH RANCH

MEASUREMENT LEVEL SYSTEM

Orientation and Introduction

New Horizons Youth Ranch

All students please read the following orientation and rules of conduct. If you have any questions please ask: you will be held accountable for all information listed.

*New Horizons Youth Ranch staff reserve the right to reward exceptional behaviors: residents performing exceptionally well may receive extra privileges, gain points, or jump levels. Exceptionally bad behaviors may also be disciplined according to your student handbook, including privileges being revoked regardless of level.

** Estimated length of time is according to outstanding scores on cumulative "Daily Points." Time may be longer if accumulative "Daily Points" are less than exceptional. Refer to "Measurement Level System" and also your "Daily Color Grade Chart"

1st Level- The Starting Degree
(0-240 Points)-2 ½ to 3 months estimate time

55 pushups at 5:00 am is required for Level #1 Monday thru Friday.

Run 10 laps every morning Monday thru Friday.

Case Manager: Each student is assigned a case manager.

- Your case manager is your direct link between you and your parents.
- Your case manager will relay any positive recommendations from your parents if they feel your progress is in good standing to move on, along with your case managers input as well as the rest of your team treatment.
- Staff will grade you through a daily Points System. You can earn up to 4 points a day (depending on behavior.) Points may be taken away according to the "Disciplinary Stages," and staff discretion for negative behavior, essays, etc.
- Your case manager through the previous daily points system mentioned will grade each assignment and responsibility given and reward you according to exceptional behavior.
- **You much earn 240 points to be eligible to move on to the 2nd Level.**
- Opportunities to ear points are given according to positive behavior, cooperation, school participation, daily evaluations, attendance, and how well you follow and keep the rules.
- There are 5 levels that you must strive to earn during your time of Treatment at New Horizons Youth Ranch.

2nd Level Advancement:

- As soon as you have **earned 240 points** and have the **approval of your Treatment Team**, you must then memorize the "Orientation & Introduction" page & also the "1st Level and 2nd Level" page of the Measurement Level System. Then you have passed this Level and may advance to the 2nd Level.

Restrictions for Level 1:

- Limited privileges
- **Must always ask permission for anything and everything**
- Always has to be watched by staff or an upper Level at **ALL** times
- **Last in line for everything**
- **No condiments with meals**
- **No T.V. or music**
- **No phone privileges (incoming or outgoing until Level #2)**
- In bed @ 8:30 pm
- **No communication with any other student. (CBO- Communication Block Out)**

(To earn advancement points you must participate with a positive attitude in all you do, and make sure you keep the rules. Treat staff with Respect, help clean up after meals and activities.)

2nd Level-Stepping Up
(240-600 Points) – 3 months estimate time

55 pushups at 5:00 am is required for Level # 2's Monday thru Thursday
Run 10 laps every morning Monday thru Friday

Level 2 Privileges & Restrictions:

- Level 1 restrictions and rules still apply with the exception of some additional privileges (to be explained.)
- Eating arrangements go according to Levels and points, also according to what current violations there may be.
- You have the privilege to talk with other Level 2's or higher. You are not allowed to talk to level 1's; neither can they talk to you.
- Will be next in line for everything, behind higher Level students.
- You have earned the privilege to participate in movie night. If you receive an essay during the week, then your privilege for movie night is lost for that week.
 - Movie night is ever Friday night.
- In bed at 9:30 pm; exceptions will be made for movie nights.
- Ten (10) minute phone call to your parents with supervision of your Case Manager or approved staff, once (1) a month for 20 minutes.
- Privilege to receive Visitation from your family.

3rd Level Advancement:

In order to move onto the 3rd Level, you must memorize and pass off the following: "3rd Level" Measurement System Page & "Phase 1 & 2" on the Disciplinary Stages along with earning your 600 points for eligibility, and the approval of your entire treatment team.

Levels 2 & 3 are to show an example in following the rules of the Program. Therefore, where more is earned as far as your advancement in the Program, more will be expected in your ability to follow the rules of the Program. The consequences could be more severe dependant upon staff discretion.

(To earn advancement points you should be completing your Daily Evaluation, helping to set a positive example for lower Levels, keeping a positive behavior, and following the rules.)

3rd Level- Trust
(600-950 Points)-2 ½ to 3 months estimate time

55 pushups at 5:00 am is required for Level #3's Monday thru Wednesday

Run 10 laps ever morning Monday thru Friday

By reaching the 3rd Level, you have proven that you are willing to put forth effort in making positive changes. At this point, you have attained more Trust, and with more Trust come more privileges. Do not forget, with more privileges comes more responsibility to maintain the TRUST you have earned. Although Family Leaders may be chosen at any Level according to Progress and Behavior, Level # is usually where positions or responsibility and privileges will be handed.

The Family Leader is the head of the group, always the motivator, and most compliant. The Assistant Family Leader is the Family Leaders right-hand man. These two residents are considered to be the most Trusted in the Family.

4th Level Advancement:

In order to move on to 4th Level, you must memorize and pass off the following: "4th Level" Measurement System Page & "Phase 3 & 4" on the Disciplinary Stages along with earning your 950 points for eligibility, and the approval of your entire treatment team.

3rd Level Privileges:

- Off Campus activity with staff, once a month.
- Ten minute call to parents with supervision of Case Manager, on speakerphone, twice a month.
- Will be given the opportunity to receive vocational training within your personal interests. Must always be approved and attended by staff.
- In bed @ 10:00 pm
- Has the ability to help staff in the kitchen area ONLY when permission is granted by staff.
- Above all other lower Levels
- Home Visits are granted at this Level

(To earn advancement points you should be setting a positive example and an uplifting vibe among others. Motivate others and encourage them to do well. Follow all pre-existent rules that you have shown the ability to master so far. Do your Daily Evaluations and work hard for your next advancement.)

4th Level-Walking Alone
(950-1300 Points)- 2 ½ to 3 months estimate time

55 pushups at 5:00 am is required for Level #4's Monday thru Tuesday
Run 10 laps every morning Monday thru Friday.

At this point, you have earned the rank of Junior Staff and, and are able to give out **Phase #1 and Phase #2** disciplinary actions. You have proven to your Treatment Team that you are willing to go above and beyond in making positive changes. You are one of the most Trusted by staff, and you should be getting ready to go home.

You should be striving to gain recommendations and earn approval of your Treatment Team in order to begin **Transition for Home**.

5th Level Advancement:

In order to move on to 5th level, you must memorize and pass off the following, "5th Level" Measurement Page & "Transition" along with earning your 1300 points for eligibility, and the approval of your entire Treatment Team.

Level 4 Privileges

- Off campus activities, with staff, twice a month
- **2 phone calls per month, ten minutes, in presence of case manager, on speakerphone.**
- Earn the rank of Junior Staff, able to give out phase #1 and phase #2 disciplinary actions.
- Continue vocational training of your choice. (Depending on what is available)
- Able to help staff with most things
- Most approved privileges are granted. (Appropriateness is determined by Staff Supervisors and your Treatment Team.)
- May help with staff meetings
- In bed @ 10:30 pm

(To earn advancement points you can help staff with meetings, set the best example in the Program, help other lower Level students to do the best they can, reach goals that are in your Daily Evaluations, and most importantly, continue to set a positive example.)

5th Level- On My Way (1300-1500 Points)-2 months estimate time

**55 pushups at 5:00 am is required for Level # 5's on Monday only
Run 10 laps every morning Monday thru Friday**

The 5th Level is very simple. You have worked very hard to get here and in the process you have shown that you have a desire to make positive changes. During this period you should work on going home. Make sure that everything you do is good and that you are still setting an example for everyone. Help out staff and give advice when appropriate. CONGRATULATIONS, you are a 5th Level Student!!!

5th Level Students are

- The most trusted in the program
- Always first in line for anything and everything
- Able to help staff meetings
- Very close to being considered "staff"
- Able to help staff with everything including "disciplinary actions" with other students
- As usual, you must continue to ask staff for everything

In the 5th Level you should be working through the process of "Transition"

5th Level Privileges

- Choice of off campus activity twice a month for 3rd Level students or higher
- Able to do almost anything that is appropriate and approved by Staff Supervisor and program director.
- In bed by 11:00 pm

-- Transition --

To enter into **Transition**, you must first earn the approval of your Treatment Team. Once eligibility is reached, you will begin transition. Transition is a part of the 5th Level. Once Transition is completed, the 5th Level is completed.

Transition should be viewed as a healing process: a home agreement contract is often made and signed, and a list of rules and agreements between you and your parents is formed.

This is the process of students being referred to Transition:

- Staff meeting is held; positive feedback and recommendations of the candidates will be taken into consideration.
- Case manager, who is the middle man between student and parents, will relay any positive recommendations from the parents if they feel the student is in good standing to move on.

- In a “Family Meeting” the family members will be able to vote and explain why they feel that person is eligible to move on.

NEW HORIZONS YOUTH RANCH'S

Disciplinary Stages

New Horizons Youth Ranch Disciplinary Stages:

Each Disciplinary stage is broken up into levels that we refer to as "Phases." There are four phases of consequences for violations of New Horizons Youth Academy rules. Staff will give as many warnings as they can until they feel that discipline is required. Usually you will receive one warning before an essay or disciplinary action is taken.

Depending on which rule is broken, residents will be in violation of a certain phase, and depending on which phase they are non-compliant to, a resident could be dropped a level, lose points and privileges depending on the severity of the problem, and disciplinary actions taken.

For each phase of consequences you receive, you will also be assigned an essay, due within 24 hours of the incident. The essay should be about what happened, how you reacted, what you could have done better, what you will do next time, etc.

When an incident occurs and nobody admits to it, the entire group may be disciplined, lose points, and/or receive an essay.

As previously stated there are many disciplinary actions that can be used depending on the severity. Blatant disrespect and/or cussing toward staff will always result in Isolation/work crew. Isolation is a loss of all activities and privileges with confinement in your room. All such decisions are granted release by the treatment team made up of your Case Manager, Therapist, Head School Master, Supervisory Staff, your Parents and the Program Director.

Saturday and Sundays do not count as work crew days even though you may work on those days. This is dependant on staff discretion.

You can be restricted to your room (Isolation) and/or lose speaking privileges (CBO) for rule violations. Duration is determined by the seriousness of the violation.

Rules and consequences may be altered or added upon at staff discretion within reason and in accordance of New Horizons Youth Ranch Policies and Procedures.

Violations will be assigned to each "Phase" as follows:

Phase #1

(300 Word essay, results in loss of Activities for 24 hours.)

Discipline for Rule Violations for PHASE #1

- Basic warnings, without being in violation of any existing phase.
- If you continue to get warnings over the same situation, it will lead to a phase #2.
- Cussing (whether you correct yourself or not.)
- Students involved in sneaky behavior.
- Disrespect toward staff. (talking back)
- Horse playing with staff or other students
- Pillow fighting in rooms, whipping each other with your towels. (1st warning)
- Not following staff directions
- Not being in bed at assigned bedtime
- BREAKING C.B.O (Communication Block Out)
- Staff shopping. (1st Violation)
- Cheating on the weekly Quote.
- Not on time for meals, schools, activities, etc.
- No daily goals, daily evaluations, or journal.
- Dirty room, bathroom.
- Lack of manners (burping or passing gas during inappropriate times.)

(It is possible to attain a discipline for rules not directly listed.)

(Rules may be changed or added upon at anytime by staff in accordance to the Staff Employee Handbook and New Horizons Youth Ranch Policies and Procedures.)

Phase #2

(Automatically gives you a 600 word essay and loss of activities for 2 days.)

Discipline for Rule Violations for PHASE #2

- Failure to follow staff instructions
- Out of area without being watched
- Impermissible privilege violations (doing anything that is a privilege that your Level does not allow.)
- Non-compliance with staff.
- Failure to immediately go to your room when told.
- Loud or disruptive behavior in your room after bedtime. (Level 2's & up are exceptions when talking quietly.)
- Misuse of hygiene products (soap, deodorant, toothpaste, comb, toilet paper, etc.)
- Inappropriate Language
- **Sharing or talking about the reason why you are in the program with other residents.**
- Disrespectful and prejudicial comments (name calling, disrespect to a race, religion, etc.)
- Arguing with staff
- Disrespectful or inattentive behavior during guest speakers, or seminars.
- Disruptions during school or seminars.
- Intimidating other residents or staff
- Going in another residents room
- Staff shopping, manipulative (asking a different staff member for something after already being told no). (2nd Violation)
- Talking to another resident in another room during quiet time.
- Horseplay and play fighting. (2nd Violation)
- Any violation of Room Rules, Meal Rules, and Courtyard Rules.

(It is possible to attain a discipline for rules not directly listed.)

(Rules may be changed or added upon at anytime by staff in accordance to the Staff Employee Handbook and New Horizons Youth Ranch Policies and Procedures.)

Phase #3

(Automatically results in a 1500 word essay, 5 days work crew, and dropped a Level.)

Discipline for Rule Violations for PHASE #3

- Refusal toward staff
 - Assaultive behavior toward staff (threats to staff or staff family, throwing things at staff, spitting at staff, physically assaulting staff, etc.)
 - Talk of escape
 - Blatant cussing
 - Talk of rioting
 - Self-mutilation of any kind (tattooing, piercing, scratching, cutting, etc.)
 - Threatening or “calling on” another resident
 - Threatening or “calling on” staff.
 - Swearing, raising voice at staff or other residents
 - Clogging the toilet and/or flooding your bathroom
 - Physical contact of any kind with staff or other residents
 - Assaultive behavior toward other residents
- (Length of Work crew is dependant upon your Treatment Team.)
 - (If you area Level #1, you may be dropped to a Total of “0” points, or go to negative points, dependant upon where you are at in the 1st Level.)

(It is possible to attain a discipline for rules not directly listed.)

(Rules may be changed or added upon at anytime by staff in accordance to the Staff Employee Handbook and New Horizons Youth Ranch Policies and Procedures.)

Phase #4

(Automatically gives you a 3500 word essay, 1 ½ weeks work crew, and dropped to the 1st Degree, may result in negative points if you are already at the 1st Level.)

Discipline for Rule Violations for PHASE #4

- Pornography
 - Drugs or drug paraphernalia
 - Weapons or contraband of any kind
 - Attempted escape
 - Masturbation
 - Sexual harassment
 - Destruction of property
 - Attempted suicide
 - Completely out of control, either verbally, physically, or both
 - When you become a danger to yourself, others or your surroundings
 - Behavior resulting in a Restraint
-
- (Length of Work crew is dependant upon your Treatment Team.)
 - (If you are Level #1, you may be dropped to a Total of "0" points, or go to negative points, dependant upon where you are at in the 1st Level.)

(It is possible to attain a discipline for rules not directly listed.)

(Rules may be changed or added upon at anytime by staff in accordance to the Staff Employee Handbook and New Horizons Youth Ranch Policies and Procedures.)

Room Rules

- No, food, toothbrushes, combs, etc., in your rooms, unless you are a Level 3 or higher. Unless you are in your room for Isolation.
- No games, pens or pencils, or shoes in your room. Pens & pencils must be kept where your hygiene box is kept.
- Always make your bed before leaving your room, or coming out to group.
- Keep the floor and the shelves clean in your room. All laundry should be kept in your laundry basket.
- Always keep your shoes in the shoe closet to be locked up at all times.
- Ask for anything you need before you go to your room for the night.
- Level # 2's or higher may quietly talk to your roommates when in your room, do not talk or yell under the door to other residents. **This privilege can be taken away.**
- Room searches may take place at any time.

Meal rules

- Be quiet and appropriate. Level #2's or higher may talk until they receive their food.
- Wait to be called up and excused from table after eating
- Help clean up following meals
- 5th and 4th Levels get served first, then 3rd, and then 2nd. 1st Levels always go last and do not get use of condiments.
- Lack of manners (burping, passing gas) will result in a Phase #1 violation.

Courtyard Rules

- Use gym equipment appropriately (don't throw balls against fence or wall, kick basketballs or volleyballs, or throw them at another person unless the specific activity calls for it, etc.)
- Participate fully in gym activities unless excused by staff, the nurse, or a doctor.
- If you don't plan to participate and are excused, stay in your room.
- Do not interact with anyone who may be on the outside of the facility grounds.

(It is possible to attain a discipline for rules not directly listed.)

Daily Color Grade System

		Daily Points	Weekly Points
White	Excellent	4	28
Yellow	Great	2	14
Green	Good	1	7
Blue	Fair	0.5	3.5
Grey	Below Average	0	0
Red	Bad	-1	-7
Black	Horrible	-2 to -4	-14 to -28

LEVEL ADVANCEMENTS

		Estimated time	Weekly Points
Level 1		2 ½ months	0-240
Level 2		3 months	240-600
Level 3		2 ½ months	600-950
Level 4		2 ½ months	950-1300
Level 5		2 months	1300-1500
Total		12 months	1500

Total Completion: 12 months

*Estimated Time is according to outstanding scores on cumulative daily points.

Time may be longer if accumulative daily points are less than excellent.

- B. All personnel who deal with the student's shall receive sufficient training, at least annually, so that they are thoroughly familiar with the rules of resident conduct, the sanctions available, and the rationale for the rules.
- C. Policy and Procedure provides that student's are not subject to corporal or unusual punishment, humiliation, mental abuse, or punitive interference with the daily functions of living, such as eating or sleeping.
- D. There are written rules of resident conduct, which outline acts prohibited within the facility and penalties that may be imposed for various degrees of violation. No management personnel may use or authorize any particular staff member to use physical restraint with the exception of passive physical restraint through proper training within the Mandt System training or PCS (Positive Control System.) Through the use of the Mandt system or PCS, passive physical restraint is used only as a temporary means of physical containment for only a few reasons, which include:
 - i. To protect a resident from harm, injury, or danger to himself.
 - ii. To protect others from harm caused by a resident
 - iii. To protect property from harm or damage.
 - iv. When signed authorization is given by guardians within the Enrollment Agreement to escort to and from the Facility/Program
 - v. To prevent the resident from running away
 - vi. To prevent the resident from entering an unauthorized area.

*Before any passive physical restraint is used, verbal de-escalation should first be exercised.

** Through the use of the Mandt System or PCS, passive physical restraint should never be associated with punishment or physical discipline in any way.

*** Staff who exercises the Mandt System training, PCS or other forms of physical restraint outside of the scope of their assigned duties and out of harmony with the policies and procedures of New Horizons Youth Ranch on a student in the care and supervision of New Horizons Youth Ranch will immediately be terminated and will be accountable for liability.

- E. Any staff member involved in an emergency safety intervention that results in an injury to a resident or staff must meet with the clinical professional to evaluate the circumstances that caused the injury and develop a plan to prevent future injuries.

****The company release of Liability Form for the Mandt System or PCS is on the next page as follows:

POSITIVE CONTROL SYSTEM (PCS)

Release of Liability Form

I, _____, an employee, service worker, and/or
(Employee Name)

volunteer of New Horizons Youth Ranch, LLC, do hereby understand and acknowledge that New Horizons Youth Ranch and its certified trainer(s) shall be released of any liability, which may result from improper execution of the Positive Control System techniques, and/or noncompliance of proper procedures when situations arise, which may clearly display negligence on my part.

Any situation that may arise, where I, _____
(Employee Name)

may act out of accordance and out of harmony with the Positive Control System shall release New Horizons Youth Ranch, LLC, and its trainer(s) from the result of any liability.

*Please sign legibly

Employee Signature _____ Date _____

PCS Trainer Signature _____ Date _____

Program Director Signature _____ Date _____

*****WORK CREW*****

Work detail shall be assigned to a Student to correct actions, give time to properly think about what happened, and what can be done to make restitution. Work crew may include, but not be limited to the following: Work projects, service projects, loss of privileges and or the student shall remain in his room the entire time except for meals, read a particular book, then do a book report on it. At the end of the day the student will need to write a 2-page essay on why they are on work crew, how their day was, and what they are going to do to change and make improvements. Length of days on work crew is determined by the severity of the behavior or the rule broken.

- F. The staff member who is responsible for the design, training, instruction, and supervision of the Behavior Management System and the Mandt System or PCS staff training must be a staff member who is at least 21 years of age, has received proper instruction and training themselves, and is properly certified in all aspects of training, instruction, and supervision in the Behavior Management Procedures and the Mandt System.
- G. All decisions and acts performed by management members must be approved by the head of the Program, through the direct chain of command. All approvals must lead back to the Program Director who then must receive approval from the head of Management Officers to insure constant compliance and harmony with the State of Montana Division of Licensing.

R501-2-7b. Time-out or Seclusion

R501-2-7b. Time-out or Seclusion

1. The following is the written Policies and Procedures for Time-out or Seclusion for New Horizons Youth Ranch, the following methods shall be in compliance with and approved by the State of Montana office of Licensing
 - a. Time-out or Seclusion shall ONLY be used when a student's behavior substantially interferes with their ability to participate appropriately or to function appropriately with other student's in the Program, or the activity to which they are currently involved in. It shall not be used for punishment or as a substitute for other developmentally appropriate positive methods of behavior management.
 - i. It shall be used for SAFETY, to PROTECT the well being of the student, or for the safety of other students with whom direct interaction is present. It shall be used for positivity in de-escalating a potential situation, but NOT for punishment after the situation is completely de-escalated. Time-out or Seclusion shall be used to ensure the following.
 1. To keep a student of New Horizons Youth Ranch from hurting or causing injury to himself
 2. Or hurting or causing injury to another student or staff member, or any potential person that may have possible interaction with a student of the Ranch.
 3. To keep a student of the Ranch from causing destruction to the facility property or its belongings.
 - ii. Time-out or Seclusion shall be used until the student's behavior has de-escalated so that the potential of a greater risk is no longer present.
 - b. When using Time-out or seclusion, staff present or the staff conducting the Time-out or Seclusion shall document in detail, the specific incident by using the Incident Report for on pg. 35 of this Policy and Procedures manual, and also Supplemental Incident Report Form that is found on pg. 37, by a staff who witnessed the incident. Staff shall provide a clear understanding of the incident, which resulted in the student being placed in that Time-out or Seclusion.
 - c. If a student of the ranch is placed in Time-out or Seclusion more than two times in a 24 hour period, a review shall be conducted by a clinical professional, which shall be either the student's Therapist, a (L.C.S.W.), or by the Programs Psychiatrist, to determine the suitability of the student remaining in the Program.
 - d. When a student is placed on Time-out or Seclusion, the duration of the time period shall NOT exceed four hours.
 - e. While a student is on Time-out or Seclusion at any time, a staff member of the Ranch shall maintain a visual contact of the student at ALL times, until the student is release from time-out or seclusion.
 - f. If there is any type of emergency such as fire alarm, or evacuation notification, staff shall ensure that students' in time-out or seclusion shall follow the safety plan. Staff can refer to pg. 89 of this Policy and Procedures manual, section R501-2-11 Emergency Plans.
 - g. A student placed in Time-out or seclusion shall not be in possession of anything that could be considered contraband such as belts, matches, weapons or any other potentially harmful objects or materials that could present a risk of harm to the student.

2. New Horizon's Youth Ranch Time-out or Seclusion areas shall comply with the following:
 - a. The Ranch's time-out or seclusion rooms shall NOT have any locking capabilities.
 - b. The location of time-out or seclusion room or rooms shall NOT be located in closets, bathrooms, or an unfinished basement, or any attic or locked boxes. There shall be designated room(s) that shall be in compliance with the State's rules for Time-out or seclusions in the facility.
 - c. The Ranch's time-out or seclusion room is NOT a bedroom, and temporary beds, or mattresses in these areas are NOT allowed. Time-out and seclusion should not preclude a student's need for sleep, or normal scheduled sleep period.
 - d. All time-out or seclusion rooms shall measure at least 75 square feet with a ceiling height of at least 7 feet. They shall have either natural or mechanical ventilation and be equipped with a break resistant window, and a mirror or camera that allows for full observation of the room. Time-out or seclusion rooms shall have no hardware, equipment, or furnishings that obstruct observation of the student, or that present a physical hazard or suicide risk. Rooms used for time-out or seclusion shall be inspected and approved by the local fire department.

R501-2-8. Rights of Consumers

R501-2-8 Rights of Consumers

A. Consumer Rights Include:

- 1) **Privacy of Information for current and closed records:** The management or staff to whom responsibility is given in which you may have direct contact with current information on enrolled youth within New Horizons Youth Ranch or access to closed records of youth previously enrolled both academically, therapeutically, behaviorally, family information, and any financial records must always stay completely confidential for the protection, safety, security and privacy of the Ranch and the youth who are, or have been enrolled in the Ranch.
- 2) **Reasons for involuntary termination and criteria for re-admission to the program-**The guardians of the youth enrolled in New Horizons Youth Ranch reserve the right to withdraw their youth from the ranch at any time. The Ranch reserves the right to terminate the enrollment of any youth at any time if there is a default in the performance of any of the terms of the "Enrollment Agreement" by the youth or the guardians. The Ranch also reserves the right to terminate the enrollment of the youth in the sole discretion of the Ranch if the youth is not a suitable resident of the Ranch or for any other reason the Ranch determines the youth should not continue to reside at the Ranch. Youth may be re-enrolled back into the Ranch if the guardians meet the terms and conditions of the enrollment agreement, and if the youth is found to be suitable for care with the approval of the Program Director.
- 3) **Freedom from potential harm or acts of violence to consumers or others:** All youth enrolled in New Horizons Youth Ranch and staff, or others who may provide services to the Ranch shall be free from potential harm and acts of violence dealing with security measures and disciplinary procedures. In cases where injuries or accidents may possible arise, guardians give consent to release the Ranch from liability, which include, but not limited to: activities where transportation is involved, sports and recreational activities, illnesses that are contagious, and illnesses in connection with food services.
- 4) **Consumer responsibilities, tasks, privileges, and rules of conduct** Each resident of the Ranch shall read and come to know and understand their responsibilities with what is expected of them, tasks, privileges that are earned according to their status in the program, and rules of conduct. The rules of conduct, responsibilities, tasks, and privileges granted and earned must be signed when each resident has read and understands the rules and expectations set forth when they first come onto the Ranch. Each resident shall have access to their own set of Rules of Conduct, which defines responsibilities, tasks, and privileges, which is made available in the New Horizons Youth Ranch Degree System Manual and also the Disciplinary Stages Manual.
- 5) **Service fees and other costs:** All service fees and other costs, which may arise, are clearly defined and laid out in the Enrollment Agreement with the guardians signed consent of the terms and conditions set forth.
- 6) **Grievance/Complaint procedures:** There is a resident grievance policy to insure that all residents receive fair and reasonable treatment within the policies and procedures of New Horizons Youth Ranch, if a student feels that he has been treated unfairly, he may file a grievance by filling out a form and placing it in the grievance/suggestion box. A Review Board, which consists of: the student's therapist, supervisory staff, student's case manager, and other staff if needed, review

all grievances. The student's case manager shall notify the parents. There are four levels of appeal:

- a. Review Board
- b. Program Director
- c. President/CEO
- d. Montana State Division of Licensing

* All decisions of each grievance hearing will be final unless appealed to the next level of authority. The decision of the licensing authority from the State of Montana will be final in all cases.

**** The Grievance Form is as follows on the next page:**

New Horizons Youth Ranch

Resident Grievance Form

Name _____ Date _____

I, _____ am filing a grievance

against _____ on this the

_____ day of _____, 20_____ because I feel I was

Treated unfairly or shown disrespect in the following manner.

DESCRIPTION:

Resident Signature _____ Date _____

Received by
(Case Manager Signature) _____ Date _____

- 7) **Freedom from discrimination:** Policy and procedures provide that all Youth in New Horizons Youth Ranch are not subject to discrimination based on race, national origin, color, sex, physical or mental handicaps or learning disabilities.
- 8) **Right to be treated with dignity:** Youth enrolled in New Horizons Youth Ranch have the right to be treated with dignity in all aspects including, but not limited to: physically, mentally, socially, intellectually, and financially, where cases to provide encouragement, support and compliments for positive growth and self-esteem are never withheld. Staff will not exploit youth in the ranch for unlawful gains to profit from both monetarily or for public recognition both personally or indirectly.
- 9) **The right to communicate in writing with family, attorney, physician, clergyman, counselor, or case managers, except when contradicted by professional or supervisory personnel:** Youth in the program shall write to their family once a week. They may write to their friends, attorney, physician, counselor or Case Manager only when written authorization has been granted at the point of intake, or may be granted during the time enrolled in the program by their "legal guardians" or parent who has physical and legal custody. Communication by phone shall be granted according to privilege earned according to progress by the student: exceptions are granted only at the request of the parent or legal guardian. Refer to privileges granted according to the student handbook as far as time frequency of phone calls.
- 10) **A list of people whose visitation rights have been restricted through courts:** Youth in the program shall have the right to sent and receive mail providing that security measures are not put at risk, safety requirements are met, and most importantly . . . parents or the legal guardian of the youth have approved the individual or group of people with whom the youth may sent or receive mail.
- 11) **The right to send and receive mail providing that security, general health and safety requirements are met:** In accordance with the Montana Clean Air Act, Youth in the program are not permitted to smoke or inhale any substances that would alter their senses or affect their abilities in any manner not prescribed by a medical practitioner.

B. **Students are informed of this policy to their understanding verbally and in writing. A signed copy is maintained in consumer record:** All students enrolled in New Horizons Youth Ranch shall be informed of this policy, which clearly defines and identifies both

verbally and in writing their rights as consumers. Staff shall insure that each Youth enrolled in the program reads, acknowledges their understanding of their rights as consumers, with a signed copy stating their understanding and compliance. This signed copy shall be maintained in the youth's file.

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R501-2-13 Transportation

R501-2-13 Transportation

- 1) Program procedures for transporting consumers are as follows:
 - a) Consumers must always be transported in Program owned and insured vehicles
 - b) Drivers of these vehicles must be employees of the Program who have an appropriate driving record.
 - c) Anyone in the vehicle, staff and consumers, must wear seat belts at all times.
 - d) Transporting staff must have a cell phone or other way to communicate with the facility
 - e) The staff consumer ratio will be no less than 1 staff to 4 consumers.
 - f) If the consumer is believed to be a run risk the ratio will be 2 to 1
 - g) The staff must keep a record of where they have gone, what time they left, what time they came back. This record will also include the names of the consumer that left with them and came back with them.
- 2) Each program vehicle used to transport consumers has emergency information, which includes at a minimum, the name, address, and telephone number of the program and an emergency telephone number.
- 3) Program has means or has made arrangements for transportation in case of emergency. The Program Director should always be contacted to coordinate procedures to his Assistants and supervisors to make arrangements or delegate the assignment to other staff if approved by the Program director for transportation in cases of emergency. Ranch vehicles should always be used in such cases.
- 4) Drivers of vehicles have valid Drivers License and follow safety requirements of the state. Staff who are authorized to drive any of the Ranch (company) vehicles must have a current and valid drivers license, and show proof of their driving record that is clear; and would not put any youth, staff or other persons at risk of injuries or liabilities, or cause the Ranch to be held liable for impediments due to driving restrictions, suspensions, violations which have not been taken care of due to negligence on staff's part.
- 5) Each vehicle is equipped with an adequately supplied first aide kit, which should be located under the driver's seat or under the passenger's seat in front.

New Horizons Youth Ranch
6442 W. Kootenai Rd.
Rexford, MT 59930

June 6, 2016

Dear Board Members:

Attached are several revisions and addendums to our Policies and Procedures in accordance with your request. As per policy, these changes will be reported to the Office of Licensing within 30 days.

In response to your request for information, we have included, in order:

- *Rights and responsibilities of program participants
Addendum I – p.73
- *Personnel administration(3) direct care staff training
Policies and Procedures – p.90
- *Admissions
Revision I – p.30
- *Incidents, crisis intervention and emergency plans and safety
Addendum II – p.87
Response to Suicide Threats and Attempts among Program Residents
SPRC list of online courses for Suicide Prevention Training
- *Behavioral management: description of methods of discipline to be used by the program
Addendum III – p.105 (Medications)
Revision II – p.59 (Discomfort/Denial of communication)
Enrollment Agreement, p.5-6 (Communication and visiting guidelines)
Consequences for Non-Compliance
Behavior Management outline – p.48
Student Handbook – Measurement Level System
Student Handbook – Disciplinary Stages
Policies and Procedures – p.66 (Passive Physical Restraint)
Policies and Procedures – p.87 (Ongoing training programs including Behavioral Management)
Acknowledgement of Behavior Management Policies
Policies and Procedures Sign-off sheet
- *Medical services:
Addendum IV – p.97
- *Medications
Addendum V – p.35
- *Staffing
Addendum VI – p.37

Total Pages: 35

Addendum I: Page 73 of Policy and Procedures Manual R501-2-8:A:6

Let the wording "Under no circumstance will New Horizons Youth Ranch or any employee thereof engage in retaliation against a resident should a grievance be filed." be added.

6) Grievance/Complaint procedures: There is a resident grievance policy to ensure that all residents receive fair and reasonable treatment within the policies and procedures of New Horizons Youth Ranch. If a student feels that he has been treated unfairly, he may file a grievance by filling out a form and placing it in the grievance/suggestion box. Under no circumstance will New Horizons Youth Ranch or any employee thereof engage in retaliation against a resident should a grievance be filed. A review Board, which consists of: the student's therapist, supervisory staff, student's case manager, and other staff if needed, review all grievances. The student's case manager shall notify the parents. There are four levels of appeal:

- a. Review Board
 - b. Program Director
 - c. President / CEO
 - d. Montana State Division of Licensing
- All decisions of each grievance hearing will be final unless appealed to the next level of authority. The decision of the licensing authority from the State of Montana will be final in all cases.

- 5) **Rules of Conduct:** Rules of conduct can be referred to the code of conduct section at the end of the Policies and Procedures manual.
- 6) **Sexual and Personal Harassment:** Sexual and personal harassment by employees in relation to fellow staff and youth in the program will not be tolerated, and will result in immediate termination. Sexual and personal harassment will include, but not be limited to the following:
- a. Jokes or conversation that are sexual in nature
 - b. Jokes or conversations that deal with race, creed, nationality, intelligence, religion or anything that deals with cruel intent in nature.
 - c. Gestures or acts that give sexual implications
 - d. Notes, letters, or any writing that relays sexual content or personal content in nature, implications, acts, personal information dealing with personal being of appearance, sexual preference, living conditions, status, or anything that may bring discomfort to the work place or make the work place a hostile (Intimidating, unfriendly, aggressive, or unreceptive) working environment.
- A) The Program director shall be available during the operation of the Program. When he/she is not available there are specified staff members who are designated to carry on in his/her absence. Refer to the earlier part of this section for details and explanations.
- B) There shall be a personnel file for each employee, which is filed in the Program Director's office. The personnel file for each employee shall include the following:
1. Application for employment
 2. Applicable credentials and certifications
 3. Initial medical history (if directed by governing body)
 4. Tuberculin Test (if directed by governing body)
 5. Food handler permit (where required)
 6. Training record
 7. Annual performance evaluations
 8. BCI
 9. Signed copy of the current DHS Code of Conduct
 10. Signed form for policies and Procedures
- C) Staff shall have access to their employee personnel file only under the supervision of the program director, or in accordance with State and Federal laws.
- D) The Staff to consumer ratio is one staff to every four consumers at all times during the day time shifts, except at nighttime sleeping hours when staff may be reduced. At nighttime shifts, the staff to consumer ratio may be reduced to one staff to ten consumers; however there must always be at least two staff on at any given time even in cases where there may only be four consumers in all.
- E) The Program shall employ or contract with trained or qualified staff to perform the following functions with the following criteria requirements:
1. A person shall be qualified to perform administrative functions with the exception of at least two years experience in similar administrative position with reference or resume confirming.
 2. Fiscal functions shall be performed by a Certified Public Accountant with

Revision I: Page 30 of Policies and Procedures R501-2-5:D:2

Let the wording be changed from "Medication" to "Complete history of medications, both current and discontinued."

D. Health records of consumers shall be received by the parent of guardian with physical and legal custody upon admission into the program with the "enrollment agreement" which shall include the following:

1. Immunizations
2. Complete history of medications, both current and discontinued
3. Records of physical exams, dental and visual exams
4. Health conditions, diseases
5. Medical history

Addendum II: Page 87 of Policies and Procedures **R501-2-9:3**

Let "Suicide Prevention" be added to the list of mandatory on-going training.

- a) CPR & First Aide training with proof of certification
- b) Positive Control System Training Course with certification
- c) Training for Food Handler's permit
- d) Defensive driving training course (for authorized drivers.)
- e) Sexual Harassment Training Course
- f) Policies and Procedures Training
- g) Program Philosophy and Behavior Management
- h) Emergency Procedures
- i) Suicide Prevention Training Course

Response to Suicide Threats and Attempts Among Program Residents

The purpose of this policy is to establish uniform guidelines regarding when to respond how to respond and who to inform should there be a resident who threatens or attempts to commit suicide. The policy also establishes guidelines on who will coordinate the response to a suicide threat or attempt. Suicide threats, gestures, and attempts residents are a cause for concern. The best predictor of suicide is a prior public display of suicidal intent. Contrary to popular belief, the ingestion of a small quantity of pills or the making of slight cuts on the wrists is just as predictive of eventual suicide as attempts that result in hospitalization. Among those threatening and attempting suicide, research shows that it is impossible to predict who is "serious" and who is not.

NHYR both encourages and expects residents to adhere to a standard of self-welfare and resolve problems and crises without resorting to self-directed violence. NHYR further expects staff members to report incidents of suicidal threats and attempts. The appropriate response to a medical emergency or to a situation of imminent suicidal risk is to call 911 (9-911 from campus phones).

- I. NHYR staff are advised to report all suicide threats, attempts and preparatory efforts that have occurred in the previous three months to the Program Director. This includes incidents that have occurred at work as well as incidents that have occurred away from the workplace.

- A. When to Report

1. *Suicide threats* in which a resident makes statements that leave a reasonable observer concerned for his or her safety. The statement might be made in person or in writing and might refer to means, motivation for dying, lack of motivation for living and/or anticipated date of death.
2. *Preparatory efforts* in which a resident engages in any action that prepares the way for eventual suicide.
3. *Suicide attempts* in which a resident engages in actions with the intent to end his or her life (i.e., cuts on the wrist).
4. *Persistent thoughts* of suicide in which a resident reports being preoccupied or obsessed with suicide or thoughts of suicide. The individual might deny having a plan or desire to commit suicide (i.e. an employee reports thinking about suicide constantly every day for the last two weeks).
5. *Relief cutting* in which an individual makes cuts to his or her body for purposes of relief and without the intent to end his or her life. If there is any

doubt about an employee's motivation in cutting, consult with the Program Director.

B. When Not to Report

Passing remarks in which a resident makes references to dying or being dead in a joking or stereotyped fashion (i.e. "I would be better off dead," or, "Wouldn't it be nice to lay down and not wake up?") should be a cause for concern. It is recommended that NHYR staff respond to such remarks with requests for additional information (i.e., "What did you mean when you said, 'I would be better off dead?'" or, "You said, 'Wouldn't it be nice to lay down and not wake up.' Do you ever think of killing yourself?") Repeated references to dying that do not diminish in response to questioning should be reported.

C. Who to Call

All reports should be made to the Program director.

D. In the event that the identified resource is not available, please send or take the employee to the nearest hospital emergency room.

II. Guidelines for Responding to Reported Incidents of Threats and Attempts

A. Face-to-Face Evaluation to Determine Lethality

Upon receiving a report, at a minimum, the Program Director will make an assessment of imminence and lethality. This meeting should take place as soon as possible. This assessment will include an exploration of the content, meaning and origin of the resident's suicidal intent.

B. Additional Assessment

In addition to the face-to-face evaluation, it is recommended that any resident reported to have made a suicide threat or attempt receive additional counseling sessions over the course of the following one to two months. These sessions can occur with NHYR Counseling staff or with a mental health professional. These sessions should occur regardless of whether the precipitating situation appears resolved and/or the resident denies the presence of ongoing suicidal intent.

C. Notification of Resident's Mental Health Professional

In accordance with state and federal statutes regarding confidentiality, if there is reason to believe that the resident is in ongoing treatment with a mental health professional, every effort will be made to contact the professional and provide him or her with the report.

III. Guidelines for Responding to the Survivors of a Completed Suicide

- A. NHYR's Commitment Following a Completed Suicide
In the unfortunate event that a resident commits suicide, NHYR will make every effort to provide services to family members, employees, bystanders and any other member of the community affected by the resident's death.

B. Services Available

These services might include referral for one-on-one counseling. It might also include group meetings, debriefings, and/or memorials. These services might be provided by the NHYR Counseling staff, or the Program Director.

C. Coordination of Post-Suicide Services

The Program Director will coordinate the delivery of these services.

PRIVACY AND CONFIDENTIALITY

The staff of New Horizons Youth Ranch will adhere to all state and federal statutes regarding confidentiality. NHYR staff will adhere to a basic premise of privacy under all circumstances.



SPRC's self-paced online courses will help improve your knowledge and skills in suicide prevention. They are especially for clinicians and other service providers, educators, health professionals, public officials, and community-based coalitions who are responsible for developing and implementing effective suicide prevention programs and policies.

All courses are *free-of-charge*.

They are open to *anyone*.

You must register first. If you have already registered, please log in to go to any course.

[Learn more about Continuing Education credits for these courses](#)

SRPC's current list of self-paced online courses:

Counseling on Access to Lethal Means (CALM)

Access to lethal means can determine whether a person who is suicidal lives or dies. This course helps providers develop effective safety plans for people at risk of suicide.

A Strategic Planning Approach to Suicide Prevention

This course can help you identify activities that will be effective in addressing the problem of suicide and assist with prioritizing efforts among the different options.

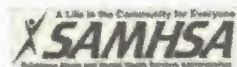
Locating and Understanding Data for Suicide Prevention

This course presents readily-accessible sources of data that can help you understand the suicide problem in your state or community, and determine which data are most useful for informing your prevention activities.

Choosing and Implementing a Suicide Prevention Gatekeeper Training Program

This online course will help you understand the role of gatekeeper training and decide if a gatekeeper training program is right for your school, organization, or community. This is not a gatekeeper training program.

The Suicide Prevention Resource Center (SPRC) is supported by a grant (1 U79SM062297) from the Substance Abuse and Mental Health Services Administration (SAMHSA), U.S. Department of Health and Human Services (DHHS). No official endorsement by SAMHSA or DHHS for the information on this web site is intended or should be inferred.



SPRC is a project in the Health and Human Development Division of Education Development Center (EDC)
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Addendum III: Page 105 of Policies and Procedures **Miscellaneous Items/Medications**

Paragraph 1: text should read as follows.

Medications

All medications, pills, vitamins, etc. will be taken from the resident at intake and locked in a medication closet and distributed by approved staff. Medications will never be administered as a form of discipline, or in substitute for appropriate treatment, but will only be administered at the prescribed or appropriate times. Employees that are dependent upon medication must inform the Program Director at the time of their employment date, where medication must be out of reach and inaccessible to Youth in the program.

New Horizons Youth Ranch Disciplinary Stages

Each disciplinary stage is broken up into levels that we refer to as “Phases.” There are four phases of consequences for violations of New Horizons Youth Academy rules. Staff will give as many warnings as they can until they feel that discipline is required. Usually you will receive one warning before an essay or disciplinary action is taken.

All discipline/consequences are administered within reason. We use a system of rewards for good behavior and a loss of privileges for wrong behavior. Physical consequences allow freedom of movement; you will not be forced to take an uncomfortable position that causes you pain for any extended period of time. If any consequence is causing you prolonged physical discomfort, it is your right to notify staff.

Depending on which rule is broken, residents will be in violation of a certain phase, and depending on which phase they are non-compliant to, a resident could be dropped a level, lose points and privileges depending on the severity of the problem, and have other disciplinary actions taken. Please refer to the house rules and orientation sheet for a list of common disciplines / consequences. NOTE: Should you be unable to make your weekly phone call or receive family visitors as consequences, a staff member will contact your parent/guardian and the event will be rescheduled for a later date.

For each phase of consequences you receive, you will also be assigned an essay, due within 24 hours of the incident. The essay should be about what happened, how you reacted, what you could have done better and what you will do next time, etc...

When an incident occurs and nobody admits to it, the entire group may be disciplined, lose points, and/or receive an essay.

As previously stated, there are many disciplinary actions that can be used depending on the severity of the incident. Blatant disrespect and/or cussing toward staff will always result in isolation/work crew. Isolation is a loss of all activities and privileges with confinement in your room. All such decisions are granted release by the treatment team made up of your Case Manager, Therapist, Head School Master, Supervisory Staff, your Parents and the Program Director.

Saturday and Sundays do not count as work crew days even though you may work on those days. This is dependent on staff discretion. You can be restricted to your room (isolation) and/or lose speaking privileges (CBO) for rule violations. Duration is determined by the seriousness of the violation.

Rules and consequences may be altered or added upon at staff discretion within reason and in accordance of New Horizons Youth Ranch Policies and Procedures.

Violations will be assigned to each “Phase” as follows:

*New Horizons Youth Ranch
6442 West Kootenai Road
Rexford, MT 59930*

segment of society no matter how controlled or protected. The Guardian understands these risks, and agrees to hold harmless, and release the Ranch, and its staff, from all liability associated with these areas.

9. **ACADEMICS** The Guardians understand and agree that the Ranch provides an academic system that in most cases will allow the student to accelerate his credits for work completed and skill and aptitude achieved. Therefore the Guardians understand and agree that the Ranch cannot ensure, nor be liable, for how quickly the will receive credits, if any at all, or that the boy will receive credits in any certain subjects.

10. **COMMUNICATION AND PROGRESS UPDATES BETWEEN THE FAMILY AND THE PROGRAM** The Guardians understand and agree that it is easier for each parent to contact the Program for communication and updates on their son's progress, than it is for the Program to track down several different parents at several different locations. It is also understood and agreed that the cost of telephone call is the responsibility of the Guardians. The Guardians understand and agree that the Family's Case Manager will set aside a 15-minute period of time on the first initial week of enrollment to properly get acquainted with each parent/guardian and to give an update on the boy's status and well being. The Guardians understand and agree that the Family's Case Manager will then set aside a 20-minute period of time each week after the first initial week of enrollment for the family to contact the Case Manager for communication and an update from the Program. The Guardian understands and agrees that the Case Manager will need to set the time of the calls, as the Case Manager will need to coordinate the call as not to interfere with calls already scheduled for other families. The Case Manager has other responsibilities that cannot be adjusted as they have to be accomplished at certain pre-arranged times. It is understood and agreed that the family will need to contact the Program at the time set by the Case Manager. It is further understood and agreed that the family will need to keep their call within the 20 minutes set aside for the family. It is also understood that due to illness or unexpected leaves, there may be some weeks that the Case Manager may not be available to receive the phone call from the family. In such cases, the family may not be available to receive the phone call from the family. In such cases, the family may contact the Director or his Assistants for an update, if the Case Manager has not made other arrangements.

11. **FAMILY COMMUNICATION AND VISITS WITH THE BOY** The Guardians understand and agree to follow the program's visit and phone policies. Communication between the family and Boy will be through written mail for at least the first three (3) weeks. Then when approved by the Boy's Treatment Team, which includes the Therapist, Case Manager, Director, and other staff as needed; weekly phone calls between the Boy and the guardians will

*New Horizons Youth Ranch
6442 West Kootenai Road
Rexford, MT 59930*



be orchestrated by the Case Manager and Therapist. Visits may occur when the Boy has progressed in the program, with approval of the Treatment Team. The first visits are conducted at the facility, unless authorization is granted by the Program Director. The Guardians understand and agree that the Ranch shall be Released of any liability and responsibility of the Boy while on visitations and in the custody of the Guardians.

12. FOOD SERVICE The Ranch provides a menu that is low in fat and sugars. The Guardians understand that while the menu is healthy and good for the boys, it is not the type of menu that is often the most popular among teenage boys. The Guardians understand and agree that the Ranch shall be released of any liability and responsibilities in connection with food poisoning or illnesses caused by food service.

13. RESPONSIBILITY FOR BOY'S PROPERTY Each boy shall be responsible for the care of his property. The Guardians agree that the Ranch shall not be responsible or liable do to loss, damage, neglect, misplacement, or theft of the Boy's property, regardless of how it occurred. The Guardians agree that the Ranch is not responsible or liable for items left behind on visits, leaves, or when the Boy exit's the Program. The Guardian understands that the Ranch recommends that expensive or sentimental items are not brought to the Ranch.

14. TRANSPORTATION The Guardians understand travel is a part of the program, and the risk of traffic accidents is always present. The Guardian agrees to hold harmless and release the Ranch from all liability for such accidents, any injuries, or fatalities resulting there from. Guardians give the Ranch permission to transport the boy as determined by the Ranch

15. MEDICATION The Guardians understand all medication is self administered by the Boy under supervision of a staff member. The Guardians understand that because all medication is self administered, problems or mistakes can happen in spite of supervision. The Guardians agree to hold harmless and release New Horizons Youth Ranch and its staff from all liability associated with medications.

16. AUTHORIZATION FOR DRUG SCREENING Guardians hereby give consent and authorize the Ranch to take a urinalysis test, or blood test for drug screening purposes of the boy as deemed necessary by staff. If needed, the Guardians agree to pay for such expenses.

17. AUTHORIZATION FOR OBSERVATION STATUS If the Boy is ever deemed, by the sole discretion of the Ranch, to be a potential danger to himself or others, the Guardians authorize the Ranch to confine the Boy in a special needs room away from the interaction of others. He will remain under close

New Horizons Youth Ranch

House Rules & Orientation, Cont'd

Consequences For Non-Compliance & Poor Behaviors

1. HOUSE RESTRICTION
2. NO OUTINGS WITH FAMILY
3. REDUCED CURFEWS OR PARTICIPATION IN FAMILY TIME
4. EARLIER BEDTIME
5. LOSS OF PHONE PRIVILEGE
6. LEVEL DROP
7. EXTENSION OF QUIET TIME
8. INCREASE OF CHORES
9. EXERCISE
10. LOSS OF TV, STEREO, GAME PRIVILEGES
11. ESSAY OR RELATED ASSIGNMENT
12. LOSS OF EXTRA SNACKS, LOSS OF DESSERTS
13. REMOVAL OF BELONGINGS, SUCH AS TOYS, GAMES OR THINGS
RELATING TO INCIDENT
14. WILDERNESS TRIP
15. SLEEPING IN A TENT



R501-2-7 Behavior Management

Discipline is a system of rules, which gives training by instruction, control, and practice. Equitable and consistent discipline is a prerequisite for proper facility operation and the maintenance of consistency. A well-trained staff member is essential to good discipline within the facility. Written regulations and the possible consequences for points lost or level drops provide consistent direction to both staff and youth enrolled in the Program.

Students in the program are often in a tense or unsettled emotional state, which may lead to displays of anger, tension, loss of self-control, frustration, or violence directed toward staff or other residents. Staff shall attempt to prevent such behavior by recognizing indications of imminent behavior and intervening in a positive, constructive manner to neutralize or prevent such action or assault.

The Program Director is solely responsible for the care of the resident youth in accordance with the approved standards. He/she will take cognizance of the recommendations of the Case Managers, Psychiatrists and other professionals regarding discipline and program restrictions for the student while in the Program. However, subject to approved standards, the Program Director will have the final authority to decide whether or not these recommendations will be implemented within the guidelines of raining.

A. Disciplinary Stages

- 1) Appropriate and inappropriate behavior of Student's in the Program shall be referred to in the Student handbook defining Degrees in the Program.
- 2) Acceptable staff responses to inappropriate behaviors and consequences can be referred to in the student handbook and the Student Disciplinary stages. Acceptable Staff responses to inappropriate behavior can also be referred to in the Staff Code of Conduct, which can be located at the end of the "Miscellaneous Items" section at the end of the Policies and Procedures Manual.
- 3) Student consequences will be referred to in the Student handbook on Disciplinary stages.

***Disciplinary Stages and the Measurement Level System and Daily Color Grade System can be viewed in the Student Handbook on the following pages:**

1st Level- The Starting Degree
(0-240 Points)-2 ½ to 3 months estimate time

55 pushups at 5:00 am is required for Level #1 Monday thru Friday.
Run 10 laps every morning Monday thru Friday.

Case Manager: Each student is assigned a case manager.

- Your case manager is your direct link between you and your parents.
- Your case manager will relay any positive recommendations from your parents if they feel your progress is in good standing to move on, along with your case managers input as well as the rest of your team treatment.
- Staff will grade you through a daily Points System. You can earn up to 4 points a day (depending on behavior.) Points may be taken away according to the “Disciplinary Stages,” and staff discretion for negative behavior, essays, etc.
- Your case manager through the previous daily points system mentioned will grade each assignment and responsibility given and reward you according to exceptional behavior.
- You **much earn 240 points to be eligible** to move on to the **2nd Level**.
- Opportunities to ear points are given according to positive behavior, cooperation, school participation, daily evaluations, attendance, and how well you follow and keep the rules.
- There are 5 levels that you must strive to earn during your time of Treatment at New Horizons Youth Ranch.

2nd Level Advancement:

- As soon as you have **earned 240 points** and have the **approval of your Treatment Team**, you must then memorize the “Orientation & Introduction” page & also the “1st Level and 2nd Level” page of the Measurement Level System. Then you have passed this Level and may advance to the **2nd Level**.

Restrictions for Level 1:

- Limited privileges
- Must always ask permission for anything and everything
- Always has to be watched by staff or an upper Level at **ALL** times
- Last in line for everything
- No condiments with meals
- No T.V. or music
- No phone privileges (incoming or outgoing until Level #2)
- In bed @ 8:30 pm
- No communication with any other student. (CBO- Communication Block Out)

(To earn advancement points you must participate with a positive attitude in all you do, and make sure you keep the rules. Treat staff with Respect, help clean up after meals and activities.)

2nd Level-Stepping Up
(240-600 Points) – 3 months estimate time

55 pushups at 5:00 am is required for Level # 2's Monday thru Thursday
Run 10 laps every morning Monday thru Friday

Level 2 Privileges & Restrictions:

- **Level 1** restrictions and rules still apply with the exception of some additional privileges (to be explained.)
- Eating arrangements go according to Levels and points, also according to what current violations there may be.
- You have the privilege to talk with other Level 2's or higher. You are not allowed to talk to level 1's; neither can they talk to you.
- Will be next in line for everything, behind higher Level students.
- You have earned the privilege to participate in movie night. If you receive an essay during the week, then your privilege for movie night is lost for that week.
 - Movie night is ever Friday night.
- In bed at 9:30 pm; exceptions will be made for movie nights.
- Ten (10) minute phone call to your parents with supervision of your Case Manager or approved staff, once (1) a month for 20 minutes.
- Privilege to receive Visitation from your family.

3rd Level Advancement:

In order to move onto the 3rd Level, you must memorize and pass off the following: "3rd Level" Measurement System Page & "Phase 1 & 2" on the Disciplinary Stages along with earning your 600 points for eligibility, and the approval of your entire treatment team.

Levels 2 & 3 are to show an example in following the rules of the Program. Therefore, where more is earned as far as your advancement in the Program, more will be expected in your ability to follow the rules of the Program. The consequences could be more severe dependant upon staff discretion.

(To earn advancement points you should be completing your Daily Evaluation, helping to set a positive example for lower Levels, keeping a positive behavior, and following the rules.)

3rd Level- Trust
(600-950 Points)-2 ½ to 3 months estimate time

55 pushups at 5:00 am is required for Level #3's Monday thru Wednesday
Run 10 laps ever morning Monday thru Friday

By reaching the 3rd Level, you have proven that you are willing to put forth effort in making positive changes. At this point, you have attained more Trust, and with more Trust come more privileges. Do not forget, with more privileges comes more responsibility to maintain the TRUST you have earned. Although Family Leaders may be chosen at any Level according to Progress and Behavior, Level # is usually where positions or responsibility and privileges will be handed.

The Family Leader is the head of the group, always the motivator, and most compliant. The Assistant Family Leader is the Family Leaders right-hand man. These two residents are considered to be the most Trusted in the Family.

4th Level Advancement:

In order to move on to 4th Level, you must memorize and pass off the following: "4th Level" Measurement System Page & "Phase 3 & 4" on the Disciplinary Stages along with earning your 950 points for eligibility, and the approval of your entire treatment team.

3rd Level Privileges:

- Off Campus activity with staff, once a month.
- Ten minute call to parents with supervision of Case Manager, on speakerphone, twice a month.
- Will be given the opportunity to receive vocational training within your personal interests. Must always be approved and attended by staff.
- In bed @ 10:00 pm
- Has the ability to help staff in the kitchen area ONLY when permission is granted by staff.
- Above all other lower Levels
- Home Visits are granted at this Level

(To earn advancement points you should be setting a positive example and an uplifting vibe among others. Motivate others and encourage them to do well. Follow all pre-existent rules that you have shown the ability to master so far. Do your Daily Evaluations and work hard for your next advancement.)

4th Level-Walking Alone **(950-1300 Points)- 2 ½ to 3 months estimate time**

55 pushups at 5:00 am is required for Level #4's Monday thru Tuesday
Run 10 laps every morning Monday thru Friday.

At this point, you have earned the rank of Junior Staff and, and are able to give out **Phase #1** and **Phase #2** disciplinary actions. You have proven to your Treatment Team that you are willing to go above and beyond in making positive changes. You are one of the most Trusted by staff, and you should be getting ready to go home.

You should be striving to gain recommendations and earn approval of your Treatment Team in order to begin **Transition for Home**.

5th Level Advancement:

In order to move on to 5th level, you must memorize and pass off the following, "5th Level" Measurement Page & "Transition" along with earning your 1300 points for eligibility, and the approval of your entire Treatment Team.

Level 4 Privileges

- Off campus activities, with staff, twice a month
- 2 phone calls per month, ten minutes, in presence of case manager, on speakerphone.
- Earn the rank of Junior Staff, able to give out phase #1 and phase #2 disciplinary actions.
- Continue vocational training of your choice. (Depending on what is available)
- Able to help staff with most things
- Most approved privileges are granted. (Appropriateness is determined by Staff Supervisors and your Treatment Team.)
- May help with staff meetings
- In bed @ 10:30 pm

(To earn advancement points you can help staff with meetings, set the best example in the Program, help other lower Level students to do the best they can, reach goals that are in your Daily Evaluations, and most importantly, continue to set a positive example.)

5th Level- On My Way (1300-1500 Points)-2 months estimate time

55 pushups at 5:00 am is required for Level # 5's on Monday only
Run 10 laps every morning Monday thru Friday

The 5th Level is very simple. You have worked very hard to get here and in the process you have shown that you have a desire to make positive changes. During this period you should work on going home. Make sure that everything you do is good and that you are still setting an example for everyone. Help out staff and give advice when appropriate. CONGRATULATIONS, you are a 5th Level Student!!!

5th Level Students are

- The most trusted in the program
- Always first in line for anything and everything
- Able to help staff meetings
- Very close to being considered "staff"
- Able to help staff with everything including "disciplinary actions" with other students
- As usual, you must continue to ask staff for everything

In the 5th Level you should be working through the process of "Transition"

5th Level Privileges

- Choice of off campus activity twice a month for 3rd Level students or higher
- Able to do almost anything that is appropriate and approved by Staff Supervisor and program director.
- In bed by 11:00 pm

-- Transition --

To enter into **Transition**, you must first earn the approval of your Treatment Team. Once eligibility is reached, you will begin transition. Transition is a part of the 5th Level. Once Transition is completed, the 5th Level is completed.

Transition should be viewed as a healing process: a home agreement contract is often made and signed, and a list of rules and agreements between you and your parents is formed.

This is the process of students being referred to Transition:

- Staff meeting is held; positive feedback and recommendations of the candidates will be taken into consideration.
- Case manager, who is the middle man between student and parents, will relay any positive recommendations from the parents if they feel the student is in good standing to move on.

Phase #1
(300 Word essay, results in loss of Activities for 24 hours.)

Discipline for Rule Violations for PHASE #1

- Basic warnings, without being in violation of any existing phase.
- If you continue to get warnings over the same situation, it will lead to a phase #2.
- Cussing (whether you correct yourself or not.)
- Students involved in sneaky behavior.
- Disrespect toward staff. (talking back)
- Horse playing with staff or other students
- Pillow fighting in rooms, whipping each other with your towels. (1st warning)
- Not following staff directions
- Not being in bed at assigned bedtime
- BREAKING C.B.O (Communication Block Out)
- Staff shopping. (1st Violation)
- Cheating on the weekly Quote.
- Not on time for meals, schools, activities, etc.
- No daily goals, daily evaluations, or journal.
- Dirty room, bathroom.
- Lack of manners (burping or passing gas during inappropriate times.)

(It is possible to attain a discipline for rules not directly listed.)

(Rules may be changed or added upon at anytime by staff in accordance to the Staff Employee Handbook and New Horizons Youth Ranch Policies and Procedures.)

Phase #2

(Automatically gives you a 600 word essay and loss of activities for 2 days.)

Discipline for Rule Violations for PHASE #2

- Failure to follow staff instructions
- Out of area without being watched
- Impermissible privilege violations (doing anything that is a privilege that your Level does not allow.)
- Non-compliance with staff.
- Failure to immediately go to your room when told.
- Loud or disruptive behavior in your room after bedtime. (Level 2's & up are exceptions when talking quietly.)
- Misuse of hygiene products (soap, deodorant, toothpaste, comb, toilet paper, etc.)
- Inappropriate Language
- Sharing or talking about the reason why you are in the program with other residents.
- Disrespectful and prejudicial comments (name calling, disrespect to a race, religion, etc.)
- Arguing with staff
- Disrespectful or inattentive behavior during guest speakers, or seminars.
- Disruptions during school or seminars.
- Intimidating other residents or staff
- Going in another residents room
- Staff shopping, manipulative (asking a different staff member for something after already being told no). (2nd Violation)
- Talking to another resident in another room during quiet time.
- Horseplay and play fighting. (2nd Violation)
- Any violation of Room Rules, Meal Rules, and Courtyard Rules.

(It is possible to attain a discipline for rules not directly listed.)

(Rules may be changed or added upon at anytime by staff in accordance to the Staff Employee Handbook and New Horizons Youth Ranch Policies and Procedures.)

Phase #3

(Automatically results in a 1500 word essay, 5 days work crew, and dropped a Level.)

Discipline for Rule Violations for PHASE #3

- Refusal toward staff
 - Assaultive behavior toward staff (threats to staff or staff family, throwing things at staff, spitting at staff, physically assaulting staff, etc.)
 - Talk of escape
 - Blatant cussing
 - Talk of rioting
 - Self-mutilation of any kind (tattooing, piercing, scratching, cutting, etc.)
 - Threatening or “calling on” another resident
 - Threatening or “calling on” staff.
 - Swearing, raising voice at staff or other residents
 - Clogging the toilet and/or flooding your bathroom
 - Physical contact of any kind with staff or other residents
 - Assaultive behavior toward other residents
-
- (Length of Work crew is dependant upon your Treatment Team.)
 - (If you are Level #1, you may be dropped to a Total of “0” points, or go to negative points, dependant upon where you are at in the 1st Level.)

(It is possible to attain a discipline for rules not directly listed.)

(Rules may be changed or added upon at anytime by staff in accordance to the Staff Employee Handbook and New Horizons Youth Ranch Policies and Procedures.)

Phase #4

(Automatically gives you a 3500 word essay, 1 ½ weeks work crew, and dropped to the 1st Degree, may result in negative points if you are already at the 1st Level.)

Discipline for Rule Violations for PHASE #4

- Pornography
 - Drugs or drug paraphernalia
 - Weapons or contraband of any kind
 - Attempted escape
 - Masturbation
 - Sexual harassment
 - Destruction of property
 - Attempted suicide
 - Completely out of control, either verbally, physically, or both
 - When you become a danger to yourself, others or your surroundings
 - Behavior resulting in a Restraint
-
- (Length of Work crew is dependant upon your Treatment Team.)
 - (If you are Level #1, you may be dropped to a Total of “0” points, or go to negative points, dependant upon where you are at in the 1st Level.)

(It is possible to attain a discipline for rules not directly listed.)

(Rules may be changed or added upon at anytime by staff in accordance to the Staff Employee Handbook and New Horizons Youth Ranch Policies and Procedures.)

Room Rules

- No, food, toothbrushes, combs, etc., in your rooms, unless you are a Level 3 or higher. Unless you are in your room for Isolation.
- No games, pens or pencils, or shoes in your room. Pens & pencils must be kept where your hygiene box is kept.
- Always make your bed before leaving your room, or coming out to group.
- Keep the floor and the shelves clean in your room. All laundry should be kept in your laundry basket.
- Always keep your shoes in the shoe closet to be locked up at all times.
- Ask for anything you need before you go to your room for the night.
- Level # 2's or higher may quietly talk to your roommates when in your room, do not talk or yell under the door to other residents. **This privilege can be taken away.**
- Room searches may take place at any time.

Meal rules

- Be quiet and appropriate. Level #2's or higher may talk until they receive their food.
- Wait to be called up and excused from table after eating
- Help clean up following meals
- 5th and 4th Levels get served first, then 3rd, and then 2nd. 1st Levels always go last and do not get use of condiments.
- Lack of manners (burping, passing gas) will result in a Phase #1 violation.

Courtyard Rules

- Use gym equipment appropriately (don't throw balls against fence or wall, kick basketballs or volleyballs, or throw them at another person unless the specific activity calls for it, etc.)
- Participate fully in gym activities unless excused by staff, the nurse, or a doctor.
- If you don't plan to participate and are excused, stay in your room.
- Do not interact with anyone who may be on the outside of the facility grounds.

(It is possible to attain a discipline for rules not directly listed.)

- B. All personnel who deal with the student's shall receive sufficient training, at least annually, so that they are thoroughly familiar with the rules of resident conduct, the sanctions available, and the rationale for the rules.
- C. Policy and Procedure provides that student's are not subject to corporal or unusual punishment, humiliation, mental abuse, or punitive interference with the daily functions of living, such as eating or sleeping.
- D. There are written rules of resident conduct, which outline acts prohibited within the facility and penalties that may be imposed for various degrees of violation. No management personnel may use or authorize any particular staff member to use physical restraint with the exception of passive physical restraint through proper training within the Mandt System training or PCS (Positive Control System.) Through the use of the Mandt system or PCS, passive physical restraint is used only as a temporary means of physical containment for only a few reasons, which include:
 - i. To protect a resident from harm, injury, or danger to himself.
 - ii. To protect others from harm caused by a resident
 - iii. To protect property from harm or damage.
 - iv. When signed authorization is given by guardians within the Enrollment Agreement to escort to and from the Facility/Program
 - v. To prevent the resident from running away
 - vi. To prevent the resident from entering an unauthorized area.

*Before any passive physical restraint is used, verbal de-escalation should first be exercised.

** Through the use of the Mandt System or PCS, passive physical restraint should never be associated with punishment or physical discipline in any way.

*** Staff who exercises the Mandt System training, PCS or other forms of physical restraint outside of the scope of their assigned duties and out of harmony with the policies and procedures of New Horizons Youth Ranch on a student in the care and supervision of New Horizons Youth Ranch will immediately be terminated and will be accountable for liability.

- E. Any staff member involved in an emergency safety intervention that results in an injury to a resident or staff must meet with the clinical professional to evaluate the circumstances that caused the injury and develop a plan to prevent future injuries.

****The company release of Liability Form for the Mandt System or PCS is on the next page as follows:

Mandatory on-going training will include the following:

- a) CPR & First Aide training with proof of certification
- b) Positive Control System Training Course with certification
- c) Training for Food Handlers permit
- d) Defensive driving training course (for authorized drivers.)
- e) Sexual Harassment Training Course
- f) Policies and Procedures Training
- g) Program Philosophy and Behavior Management

Emergency Procedures

- 4) **Performance appraisals:** Employee performance evaluations are conducted at least every six months, or as often as the Program Director deems necessary. Employee performance evaluations will be graded upon the following criteria which shall include, but not be limited to the following:
- a. Attendance/tardiness
 - b. Knowledge of Program Policies and Procedures
 - c. Accurate record keeping
 - d. Up to date on Trainings and certification
 - e. Handling of situations (whether it be daily activities or crisis situations)
 - f. Relationship with fellow staff and Youth in the Program.

*The Employee Evaluation Form for performance appraisals is on the next page as follows:

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Acknowledgement of Behavior Management Policies

I, _____, hereby certify and acknowledge that I have read the code of conduct present in the Policy and Procedures manual. I also certify and acknowledge that I have read the New Horizons Youth Ranch Program Student Handbook, including Measurement Level System, Disciplinary Stages, Program Rules, and description of consequences (i.e. work crew). I hereby acknowledge my duty to uphold New Horizons Youth Ranch's system of disciplines as outlined in the student handbook.

Date _____

Employee _____

New Horizons Youth Academy, LLC. Policies and Procedures Sign off Sheet

I, _____, have read and understand the Policies and Procedures of New Horizons Youth Academy, LLC. I agree to abide by them and, should it come to my attention that my actions are not in accordance with the Policies and Procedures, I understand that New Horizons Youth Academy will be released from any liability that may result, and any activities or acts that may come to my attention that is not in harmony with the Policies and Procedures which have been outlined I will report it to my supervisor immediately.

Employee Name (printed)

Signature

Date

Program Director Signature

Date

Addendum IV: Page 97 of Policies and Procedures manual **R501-2-11:3**

Let the phrase "including mental health services" be added.

3) Program has written plan which personnel follows in medical emergencies and arrangements for medical care and/or mental health services, including notification of consumers' physician, and nearest relative or guardian. Personal information for emergency contact information can be found in the "Enrollment Agreement" contract that shall be in the Program Director's office files.

Addendum V: Page 35 of Policies and Procedures manual **R501-2-6:C:vii:3**

Let the phrase "In the event that the Ranch's doctor determines there is not a need for continued use, or a change in medications is made, the consumer's parents or legal guardians shall be notified within 24 hours." be added.

3. Any medication in the possession of a youth at admission shall be labeled for identification and withheld until a determination is made by the Ranch's doctor on the need for its continued use. This determination is made regarding the need for its continued use. This determination shall be made at the earliest possible time. In the event that the Ranch's doctor determines there is not a need for continued use, or a change in medications is made, the consumer's parents or legal guardians shall be notified within 24 hours.

Addendum VI: Page 37 of Policies and Procedures manual **R501-2-6:E:b:iv**

Let article iv. "Methods of Evaluation" be expanded to include

- iv. Methods of Evaluation
 - 1. Initial evaluations will be conducted on-site by NHYR staff.
 - 2. If necessary, the consumer may be referred to a board-certified neurologist, child psychiatrist or other mental health professional for further evaluation.

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Enrollment Agreement

This Enrollment Agreement, by and between New Horizons Youth Ranch, (a youth program), a Montana Business (hereafter 'Ranch'), _____ And _____ (hereinafter "Guardians"), is made in consideration of the contractual agreements between the parties set forth which stipulates the following mutual covenants and promises:

1. GUARDIANS. The Guardians attest that they are the legal guardians, having both physical and legal custody, of _____, hereinafter "the boy," whose date of birth is _____, and is being enrolled into the Ranch. The Guardians express their desire to contract for enrollment of the Boy into the Ranch according to the terms and conditions of this Agreement.

2. GUARDIANS CONSENT TO BOY'S PARTICIPATION IN THE ENTIRE ACADEMY PROGRAM. Guardians give their approval and consent for the Boy to participate in all activities and programs of the Ranch, including, but not limited to, Transportation, work projects, treatment programs, activities on and off grounds, and/or intervention when deemed necessary by the staff at the Ranch, unless excluded by Law.

3. CONTRACT PERIOD. This Agreement is for twelve (12) months, beginning as a prorated daily rate until the 1st day of the next month if the date is past the 1st day of the current month. The day of admissions is _____. If the Boy is admitted into the Program on any other day other than the 1st day of the Month, the contract period will begin on a prorated daily rate until the 1st day of the next month. (See Financial Requirements). While the contractual agreement period is for Twelve (12) months, the Guardians should understand that the program has best results in terms of outcome when boys are in the program for at least eighteen (18) months.

4. ENROLLMENT. The Guardians acknowledge that any questions or concerns were successfully addressed by representatives of the Ranch. Guardians hereby enroll the Boy in New Horizons Youth Ranch, on this date which is _____ and upon completion of this agreement conditions, and limitations specified in this agreement, I.e. Item 1-30 to agree to and provide the following services:

- a. Room and Board
- b. Academic Programs
- c. Therapy/Treatment
- d. Supervision

Guardians understand and agree that the Ranch will make changes in services,

THEORY OF THE EARTH

The theory of the earth is a branch of geology which deals with the origin and development of the earth and its various parts. It is a science which seeks to explain the processes which have shaped the earth and its features, and to determine the causes of the changes which have taken place in its history.

The theory of the earth is based on the study of the earth's structure and its various parts, and on the study of the processes which have shaped the earth and its features. It is a science which seeks to explain the processes which have shaped the earth and its features, and to determine the causes of the changes which have taken place in its history.

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staffing, and program content at their sole discretion. The Guardians understand and agree that the Ranch also does not accept responsibility for any services represented orally by any of its Program Staff, sales representatives or public relations personnel. Therefore, New Horizons Youth Ranch does not accept responsibility for services written in sales material, pamphlets or website. Adjustments may occur during the admittance or enrollment period of the Boy.

5. FINANCIAL REQUIREMENTS The monthly tuition is \$3,800.00 per Month.

Guardians agree to pay the Ranch upon admission a one time (non-refundable) processing fee of two-thousand dollars (\$2,000.00), and a student incidental allowance account deposit of one hundred fifty dollars (\$150.00), in addition to the initial payment.

- Depending on the date of admission, the initial payment will be prorated as follows:

~ One hundred twenty-five dollars (\$125.00) per day

Clarification: If the Boy is admitted into the ranch on the 19th day of May, the Guardians would pay \$125.00 times 13 (days left in the month of May) which equals one-thousand six hundred and twenty five dollars (\$1,625.00) Guardians would then pay the full monthly tuition of three thousand eight hundred dollars (\$3,800.00) for each of the following twelve (12) months, due and payable on the first day of each month.

Following the initial payment, Guardians agree to pay twelve (12) monthly payments of three thousand eight hundred dollars (\$3,800.00), and a student incidental allowance account of \$150.00 each month.

The first such payment to be made on or before _____ (Date of admission) and each monthly payment thereafter shall be due on the 1st (first) day of each month.

Guardians can choose to pay monthly tuition of twelve (12) months in advance at a discount of 2% (two percent). The total due in this case would be forty four thousand six hundred and eight eight dollars (\$44,688.00), for the twelve (12) months tuition of the program and contract paid in advance, also a student incidental allowance account deposit of one hundred fifty dollars (\$150.00) for each month, and a one time (non-refundable) processing fee of two thousand dollars (\$2,000.00).

The fee schedule remains as stated above (Financial Requirements) even though the Boy may be in the Program less than or longer than Twelve (12) months. Monthly payments do not adjust according to the phase of treatment or the services offered. The monthly payments do not reflect the exact amount of days the Boy will be or is in residence at the Ranch in any given month. THERE ARE NO FEE ADJUSTMENTS OR REDUCTIONS FOR PERIODS IN WHICH THE

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BOY IS NOT PHYSICALLY AT THE RANCH, whether or not the Guardian or the Ranch authorizes the Boy's absences.

A. INCIDENTAL COST AND EXPENSES In addition to monthly tuition, the Guardians agree to pay for the following expenses incurred by the Boy; such expenses will be billed to the Guardians monthly as they occur:

1. Medical, dental, orthodontic, optical, or lab tests.
2. If deemed necessary by the Ranch or requested by the Guardian,
3. The Ranch can arrange with a physician for complete physical and blood test.
4. Airline or other forms of commercial travel.
5. Transportation and supervision costs for special needs that are separate from the normal Ranch activities, such as any appointments, travel to and from airports, weekly activities & super activities. Transportation to Kalispell for appointments is \$150.00 unless otherwise specified.
6. Incidental allowance expenditures of \$150.00 per month. The incidental allowance expenditures may include, (craft projects, school supplies, field trips, and family outings).
7. Cost for additional therapy not covered by the normal Program: Cost of services by the Psychiatrist or Psychologist; Cost for family therapy session conducted during family visits, all Boys on medication prescribed by a psychiatrist must have a monthly medication review. All Boys must have a clinical review of treatment conducted by an affiliated psychologist or psychiatrist of the Ranch. Guardians may elect to have their Boy seen additionally by Ranch affiliated psychologist or psychiatrist, if they feel the need. Guardians agree to pay for all fees.
8. Other expenses related to the well-being or needs of the Boy, not otherwise provided in accordance with this agreement, such as a private tutor, music lessons, specialized training or activities outside the Ranch Program.

B. UNUSUAL COSTS Expenses for the assistance in the return of a runaway boy. In the event that the boy leaves the Ranch without authorization, the Ranch will use reasonable efforts to assist the Guardians in finding the boy and in obtaining his safe return. An accounting of the expenses incurred by the Ranch while assisting the Guardians in finding and returning the boy will be made to the Guardians. **Responsibility for damage to, or loss of property caused by the boy.** Guardians agree to be financially responsible for the costs of repairing or

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replacing any property lost, stolen, damaged, defaced, or destroyed by their son that are not covered by insurance. Such costs will be billed to the Guardians at the time such damage or loss occurs and shall be paid by the Guardians within ten (10) days of receipt of bill.

Cost of Collections, Attorney Fees, and Interest Rate Charges. Guardians agree to pay the costs of the collection of any amounts due under this agreement, including reasonable attorney's fees, whether or not legal action is commenced and in addition to pay interest (2%) on all sums unpaid within 10 days after the due date.

C. INSURANCE The Guardians shall provide health insurance coverage for the Boy during the initial or any extended Enrollment Period. A copy of the Health Insurance Policy must be provided to the Ranch upon admission to the Ranch. And it shall be the Guardians responsibility to maintain the health insurance policy in full force and effect during the initial and extended Enrollment Period. In the event any health insurance policy is terminated for any reason and a new is obtained, the Guardians shall notify the Ranch immediately and furnish a copy of the policy. In the event the Ranch learns that there is no health insurance coverage of the Boy for any reason, the Ranch may, but is not required to, obtain an appropriate health insurance policy at the Guardians expense.

6. FAILURE TO PAY TUITION As indicated in Paragraph 5 (Financial Requirements), the monthly tuition of \$3,800.00 will be due and payable on or before the first (1st) of each calendar month. The Guardians acknowledge and agree that absent prior written arrangements from the Ranch, if the Ranch has not received payment for the monthly tuition on or before the 10th day following the first of each month, the Ranch will require the Guardian to remove the Boy from the Ranch at the sole expense of the Guardian. If the monthly tuition is not paid, and if the Guardians do not physically remove the Boy from the Ranch as required under the terms of this paragraph, the Guardians hereby give the authorization to contact their local authorities for the release of the Boy upon arrival at the address listed in this Enrollment Agreement.

7. THERAPY The Guardians understand and agree that the Ranch, at its sole discretion or need, may at anytime change the amount or type of therapy provided for the boy. This includes changes, reductions, suspensions, or elimination or formal group or individual therapy sessions.

8. SUPERVISION Guardians understand that the amount of supervision varies with each boy depending on his current status. The Ranch provides a high level of supervision, but it is understood that the supervision provided, regardless of status, does not guarantee that accidents, harm, self-injury, runaways, sexual activity, or use of substances cannot happen. These risks are present in any

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segment of society no matter how controlled or protected. The Guardian understands these risks, and agrees to hold harmless, and release the Ranch, and its staff, from all liability associated with these areas.

9. ACADEMICS The Guardians understand and agree that the Ranch provides an academic system that in most cases will allow the student to accelerate his credits for work completed and skill and aptitude achieved. Therefore the Guardians understand and agree that the Ranch cannot ensure, nor be liable, for how quickly the will receive credits, if any at all, or that the boy will receive credits in any certain subjects.

10. COMMUNICATION AND PROGRESS UPDATES BETWEEN THE FAMILY AND THE PROGRAM The Guardians understand and agree that it is easier for each parent to contact the Program for communication and updates on their son's progress, than it is for the Program to track down several different parents at several different locations. It is also understood and agreed that the cost of telephone call is the responsibility of the Guardians. The Guardians understand and agree that the Family's Case Manager will set aside a 15-minute period of time on the first initial week of enrollment to properly get acquainted with each parent/guardian and to give an update on the boy's status and well being. The Guardians understand and agree that the Family's Case Manager will then set aside a 20-minute period of time each week after the first initial week of enrollment for the family to contact the Case Manager for communication and an update from the Program. The Guardian understands and agrees that the Case Manager will need to set the time of the calls, as the Case Manager will need to coordinate the call as not to interfere with calls already scheduled for other families. The Case Manager has other responsibilities that cannot be adjusted as they have to be accomplished at certain pre-arranged times. It is understood and agreed that the family will need to contact the Program at the time set by the Case Manager. It is further understood and agreed that the family will need to keep their call within the 20 minutes set aside for the family. It is also understood that due to illness or unexpected leaves, there may be some weeks that the Case Manager may not be available to receive the phone call from the family. In such cases, the family may not be available to receive the phone call from the family. In such cases, the family may contact the Director or his Assistants for an update, if the Case Manager has not made other arrangements.

11. FAMILY COMMUNICATION AND VISITS WITH THE BOY The Guardians understand and agree to follow the program's visit and phone policies. Communication between the family and Boy will be through written mail for at least the first three (3) weeks. Then when approved by the Boy's Treatment Team, which includes the Therapist, Case Manager, Director, and other staff as needed; weekly phone calls between the Boy and the guardians will

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be orchestrated by the Case Manager and Therapist. Visits may occur when the Boy has progressed in the program, with approval of the Treatment Team. The first visits are conducted at the facility, unless authorization is granted by the Program Director. The Guardians understand and agree that the Ranch shall be Released of any liability and responsibility of the Boy while on visitations and in the custody of the Guardians.

12. FOOD SERVICE The Ranch provides a menu that is low in fat and sugars. The Guardians understand that while the menu is healthy and good for the boys, it is not the type of menu that is often the most popular among teenage boys. The Guardians understand and agree that the Ranch shall be released of any liability and responsibilities in connection with food poisoning or illnesses caused by food service.

13. RESPONSIBILITY FOR BOY'S PROPERTY Each boy shall be responsible for the care of his property. The Guardians agree that the Ranch shall not be responsible or liable do to loss, damage, neglect, misplacement, or theft of the Boy's property, regardless of how it occurred. The Guardians agree that the Ranch is not responsible or liable for items left behind on visits, leaves, or when the Boy exit's the Program. The Guardian understands that the Ranch recommends that expensive or sentimental items are not brought to the Ranch.

14. TRANSPORTATION The Guardians understand travel is a part of the program, and the risk of traffic accidents is always present. The Guardian agrees to hold harmless and release the Ranch from all liability for such accidents, any injuries, or fatalities resulting there from. Guardians give the Ranch permission to transport the boy as determined by the Ranch

15. MEDICATION The Guardians understand all medication is self administered by the Boy under supervision of a staff member. The Guardians understand that because all medication is self administered, problems or mistakes can happen in spite of supervision. The Guardians agree to hold harmless and release New Horizons Youth Ranch and its staff from all liability associated with medications.

16. AUTHORIZATION FOR DRUG SCREENING Guardians hereby give consent and authorize the Ranch to take a urinalysis test, or blood test for drug screening purposes of the boy as deemed necessary by staff. If needed, the Guardians agree to pay for such expenses.

17. AUTHORIZATION FOR OBSERVATION STATUS If the Boy is ever deemed, by the sole discretion of the Ranch, to be a potential danger to himself or others, the Guardians authorize the Ranch to confine the Boy in a special needs room away from the interaction of others. He will remain under close

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observation by a staff member until such time, that the staff feel he is no longer a significant danger to himself or others. The Guardians understand that all such decisions are judgment calls and are wide open to human or judgment error. Guardians agree to hold harmless and release the Ranch from any liability resulting from any decisions to place or discontinue placement of a boy on observation status.

18. AUTHORIZATION FOR SEARCH Guardians hereby give consent and authorize the Ranch to search the personal effects and person of the Boy upon the initial enrollment into the Program and at anytime that may arise during the Boy's enrollment as deemed necessary by the Ranch or staff. The Ranch is hereby authorized to confiscate any and all items deemed, by the Ranch, to be contraband. The Ranch will dispose of all contraband items. The Ranch understands and agrees that the Ranch takes no responsibility for the care or return of confiscated items.

19. AUTHROIZATION FOR BEHAVIOR MODIFICATION The Guardians understand that the Ranch's Behavior Modification Program includes rewards and behavior or rule violations. Rewards and incentives include earning points, privileges, trust, and status advancements. Consequences include earning points, privileges, trust, and status, and writing of essays (300-words in length). When a boy is given an essay, he is confined to a study carrel or other specified area away from the interaction of others, he is not allowed to participate in the normal Program until he completes the essay outlining what he did inappropriately, and what adjustments he will make in the future: This particular process may be scheduled for a certain period of time which may include a day or days depending upon the severity of the violation. The Guardians further understand and authorize the Ranch to maintain a strict code of conduct including rules on dress and grooming, interaction with others, use of manners, appropriate attitudes, and behaviors. The Guardians authorize the Ranch to apply the Behavior Modification techniques described herein and any others deemed by the Ranch to be necessary.

20. AUTHORIZATION FOR RESTRAINT Guardians hereby give consent and authorization to the Ranch personnel to physically restrain, control and detain the Boy if needed for and including, but not limited to, the following purposes: escort to or from the Ranch; to prevent the Boy from jeopardizing his safety or others; to prevent entering an unauthorized area; to prevent the destruction of property.

21. THE RANCH OPERATES AS AGENTS FOR GUARDIANS The Guardians hereby agree that the Ranch and its staff operate in behalf of, and as agents for, the Guardians who affirm they are the legal guardian of the Boy. Any restrictions or curtailments of the Boy's privileges or rights as outlined and authorized in this

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Enrollment Agreement; are done by the Ranch or its staff on behalf of, and as agents for the Guardians.

22. AUTHORIZATION FOR RELIGIOUS STUDY Guardians understand and agree that New Horizons Youth Ranch is a non-denominational program that is Christ centered. The Ranch believes that faith in God is conducive to the Boys treatment and recovery, but the Guardians/Boys faith will not be undermined. Opportunities for boys to attend and participate in church services and activities are a part of our program. The Guardians hereby release the Ranch from any liability that may result from the Boys participation in religious services.

23. AUTHORITY TO ACT New Horizons Youth Ranch may perform any and all facts necessary as determined in their judgment, or the judgment of each of them severally for the health, welfare, and progress of the Boy, including, but not limited to (decisions in your place and stead), consent for hospitalization and/or consent for medical treatment, assistance and medical aid, psychological examination and assistance, of whatever nature, including surgery of any kind.

24. RESPONSIBILITY FOR INJURIES OR ACCIDENTS Many of the activities in which the Boy may participate may involve some risks. These risks include, but are not limited to, such activities as transportation, sports, and recreational activities. There are also some inherent risks, including, but not limited to, illnesses, infections, injuries, accidents, and fatalities... The Guardian agrees to hold harmless and release the Ranch and its staff, from all liability for any injuries, illnesses, or other damages occurring to the Boy during his presence at the Ranch, whether on or off the Ranch property. The Guardians may elect to not allow the Boy to participate in specific activities provided written notice is given the Ranch prior to the conduct of such specific activities.

25. INSURANCE REIMBURSEMENTS Unless otherwise stated in writing and signed by both parties, the Ranch takes no responsibility for the approval or processing of Insurance reimbursements, payments, or billings. The Guardians agree to maintain the fee schedule while any reimbursements or payments are being processed.

26. CHOICE OF JURISDICTION, LAW, AND OTHER MATTERS GUARDIANS AGREE TO BE SUBJECT TO JURISDICTION OF MONTANA COURTS IN ANY DISPUTE BETWEEN THE PARTIES TO THIS AGREEMENT. The parties agree that this Agreement constitutes a business transaction within the State of Montana, which transaction is subject to Montana Code as amended. Moreover, the parties agree that Montana Law shall govern this Agreement. In the event any part of this Agreement is determined to be invalid or unenforceable the remaining provisions of this Agreement shall remain valid and enforceable according to applicable law.

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27. AGREEMENT RENEWAL This Agreement is automatically renewed if the Boy remains in the Program past twelve (12) months. The fee schedule will remain the same.

28. EARLY ENROLLMENT TERMINATION

A. LIQUIDATION PROVISION This Agreement is for a **twelve (12) month enrollment period**. If the Guardian desires to withdraw the Boy from the Ranch, they must provide the Ranch with a three (3) month written notice prior to the actual withdrawal. If the Guardians withdraw the Boy without giving a three (3) month written notice, or if the Guardian withdraws the Boy before the three (3) month notice has expired, the Guardians will then be required to pay the Ranch any amount equal to the remaining tuition due under the three (3) month withdrawal notice. This payment is considered by the parties of this Agreement as a reasonable pre-estimate of the probable losses, which would be sustained by the Ranch, in the event of a withdrawal of the Boy, prior to the end of the Enrollment period. This "loss" amount is not considered by either of the parties to this Agreement as a penalty for early withdrawal of the Boy, but is intended to reimburse the Ranch for costs budgeting commitments made by the Ranch in connection with the enrollment of the Boy.

B. INVOLUNTARY ENROLLMENT TERMINATION The Ranch reserves the right to terminate enrollment of any Boy at anytime a default in the performance of any of the terms of this Agreement by the Boy or Guardian or if in the sole discretion of the Ranch the Boy is not a suitable resident of the Ranch or for any other reason the Ranch determines that the Boy should not continue to reside at the Ranch. In the event a Boy's enrollment is involuntarily terminated, the Ranch shall attempt to contact the Guardian and shall deliver the Boy to the nearest form of transportation and arrange at the Guardian's address. If the Boy's enrollment is involuntarily terminated by the Ranch, the Guardian will forfeit any remaining tuition for the month in which the Boy's enrollment is terminated. This "loss" amount is not considered by either of the parties to this Agreement as a penalty, but is intended to reimburse the Ranch for costs budgeting commitments made by the Ranch in connection with the enrollment of the Boy.

29. RELEASE OF LIABILITY FOR SUICIDE ATTEMPTS The Guardians do hereby acknowledge that the Boy enrolling may have had previous suicidal tendencies but exhibits no signs or symptoms at this time and the Guardians hereby releases New Horizons Youth Ranch and all employees from any liability from a suicide or suicide attempt.

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Guardian_____ Date:_____

(Father/Guardian)

Guardian_____ Date:_____

(Mother/Guardian)

30. AMENDMENT. This Agreement may be modified or amended, if the Amendment is made in writing and is signed by both parties.

31. SCOPE AND MEANING OF AGREEMENT. Guardians hereby acknowledge that they have read the entire Enrollment Agreement and that they understand and agree to its provisions. The Guardians understand that this is a legal and binding Agreement, and that this Agreement constitutes the entire Agreement between the parties. Any changes or adjustments must be in writing and signed by both the Guardians and the Director of the Program to be Valid.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

DATED this_____ day of_____, to_____.

GUARDIANS:

Signature of Father/Guardian

Date

Address of Father/Guardian

Signature of Mother/Guardian

Date

Address of Mother/Guardian

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ADDENDUM

Please check one of the boxes and sign one of the items below so that we may act according to your wishes and in your behalf in terms of getting your boy medical attention.

☐ **OPTION #1**

Boys Name: _____ DOB _____.

We would like the staff at New Horizons Youth Ranch to take our boy to the doctor anytime he feels he needs to see a doctor or anytime there are any symptoms no matter how slight. We understand and agree to be financially responsible for the medical attention and for the transportation/supervision. We also understand that the doctor's office is closed in the evenings and on weekends; any medical attention would be performed at the hospital in Whitefish during those times.

Father/Guardian

Mother/Guardian

Date

☐ **OPTION #2**

We would like the staff at New Horizons Youth Ranch to use judgment in determining when to take our boy to see the doctor. We understand that the staff at New Horizons Youth Ranch are not medical staff and like any parent, they could make mistakes in judgment, such as not getting the boy medical attention as early as recommended, or even as early as they should to avoid complications. Understanding this risk, we still request that the Ranch and its staff use judgment in determining when our boy needs medical attention and hereby hold harmless and release the Ranch and its staff from all liability associated with the judgment of the staff in this area.

Father/Guardian

Mother/Guardian

Date

(Note: Unless the Guardians release the Ranch and its staff from all liability associated with the use of judgment in this area, the Ranch and its staff would have no choice but to take the boy to the doctor's office every time he felt it was needed or there were symptoms of illness, no matter how slight. Otherwise the potential for making mistakes in judgment is too great for the Ranch to shoulder responsibility or liability of this area.)

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REQUIREMENTS TO PROVIDE HEALTH INSURANCE

Dear Guardians:

Accidents, injuries, and acute illnesses can and do happen. For the protection of the Boy, the parents, and the Ranch, every boy accepted for enrollment at New Horizons Youth Ranch must be covered by a health insurance plan provided by his parents or guardians. If your family does not currently have a health plan that covers your Boy, it will be necessary for you to purchase coverage for the period of your child's enrollment. A copy of the policy must be provided to the Ranch and will be maintained in the Boy's file.

In addition, the Ranch must have on file signed health insurance claim forms (including dental, if available). Please be sure the employer and employee information sections are completed and forms are signed. The forms must be received prior to or at the time of the Boy's enrollment.

If you have any question regarding the above please feel free to contact us. The undersigned Guardians hereby represent and warrant that their Boy has the following health insurance policy or an equivalent policy shall be maintained at all times while the Boy is enrolled at the Ranch:

Father/Guardian

Mother/Guardian

INSURANCE INFORMATION

PATIENT FULL NAME: _____ DOB: _____

INSURED FULL NAME: _____ DOB: _____ SSN: _____

ADDRESS: _____ CITY: _____ STATE: _____

ZIP: _____ PHONE#: _____ WORK#: _____

NAME INSURANCE COMPANY: _____

ADDRESS: _____ CITY: _____ STATE: _____

ZIP: _____ PHONE#: _____

NAME OF EMPLOYER OR GROUP: _____

POLICY#: _____ GROUP#: _____

♦ *Please provide a copy of your insurance card(s), front and back as well as signed health insurance claim forms.*

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PERMISSION TO RECEIVE THERAPY AND TREATMENT

Boy's Name: _____ DOB: _____

I understand that New Horizons Youth Ranch Youth Ranch will provide therapy through personnel who are specifically contracted out to provide Therapeutic Services, and give my permission to provide treatment, therapy, psychiatric evaluations, or psychiatric treatment if needed. I also give permission to treat and/or prescribe medications to my son or make changes to his current treatment.

Date

Father/Guardian

Date

Mother/Guardian

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MEDICAL CARE RELEASE

We, the Parent(s)/Guardian(s) of _____
Hereby authorize New Horizons Youth Ranch, 6442 West Kootenai Road,
Rexford, MT, 59930 to obtain medical care for him in the event of an illness,
injury, or other emergency. We further authorize medical and hospital treatment
by a licensed physician to perform any procedures that they may deem to be
medically appropriate for his well-being. We also accept financial responsibility
for any such medical care emergencies.

Father/Guardian: _____

Mother/Guardian: _____

Date: _____

**NOTE: Parents may request that non-emergency Dental or Medical treatment
will only be performed with prior approval and consent.**

MEDICAL & DENTAL HISTORY

Child's Name: _____ *DOB:* _____

1. Is child taking medications? Yes No

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- | | | |
|--|-----|----|
| 2. Has child been taking medications? | Yes | No |
| 3. Is child allergic to any medications? | Yes | No |
| 4. Is child allergic to any foods? | Yes | No |

If yes was answered to any of the above questions please explain: _____

DURING THE PAST YEAR HAS THE CHILD EXPERIENCED ANY:

- | | | |
|--|-----|----|
| 5. Ear pain or hearing loss? | Yes | No |
| 6. Eye discomfort or sight loss? | Yes | No |
| 7. Frequent headaches? | Yes | No |
| 8. Dizziness or fainting spells? | Yes | No |
| 9. Hay fever or other allergies? | Yes | No |
| 10. Skin Sores, rashes, or hives? | Yes | No |
| 11. Warts, moles, or swelling? | Yes | No |
| 12. Cough or persistent cough? | Yes | No |
| 13. Stomach aches or indigestion? | Yes | No |
| 14. Urinary burning or frequent urinating? | Yes | No |
| 15. Sugar in urine? | Yes | No |
| 16. A sexually transmitted disease? | Yes | No |
| 17. Tumor, cyst, growth, or cancer? | Yes | No |
| 18. Heart disease? | Yes | No |

If yes was answered to nay of the above questions, please explain: _____

HAS YOUR CHILD EVER HAD:

- | | | |
|---|-----|----|
| 19. Deformities of any kind? | Yes | No |
| 20. Diabetes? | Yes | No |
| 21. Asthma? | Yes | No |
| 22. Arthritis? | Yes | No |
| 23. Seizures, convulsions, or epilepsy? | Yes | No |

If yes was answered to any of the above questions, please explain: _____

HAS YOUR CHILD EVER BEEN :

- | | | |
|---|-----|----|
| 24. Sexually abused? | Yes | No |
| 25. Physically abused? | Yes | No |
| 26. Psychologically abused? | Yes | No |
| 27. Classified as neglect by Child Welfare? | Yes | No |

If yes was answered to any of the above questions, please explain: _____

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DOES YOUR CHILD CURRENTLY HAVE:

28. Glasses or contact lenses? ☐ Yes ☐ No
29. Special dietary needs? ☐ Yes ☐ No
30. Orthopedic or Orthodontic appliances? ☐ Yes ☐ No

If yes was answered to any of the above questions, please explain: _____

Hospitalizations and Surgeries in the past five years:

Date: _____ Hospital: _____

Address: _____

Reason for Hospitalization: _____

Dental Braces:

If your student has braces and/or a retainer, do you wish, at your expense, to have regular check-ups by a local orthodontist? If so, please sign this statement as an authorization for care.

Monthly Orthodontist care approved by:

Parent or Legal Guardian

Date

SPORTS:

Are there any know physical conditions that would prevent your child from participating in sports or physical educations classes?

Yes

No

If yes, please explain: _____

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RELEASE OF INFORMATION AND RECORDS

Name: _____

SS#: _____ Date of birth: _____

I/we, the undersigned, do hereby give consent to:

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone #: _____

To release information and records to New Horizons Youth Ranch as categorized and detailed below, pertaining to the above-named boy who is my child/ward.

**TYPE OF INFORMATION:
RECORDS:**

SPECIFIED INFORMATION

Educational

**Transcripts, Educational Records, IEP,
and Behavioral Records**

Medical

Diagnostic and Medical Records

Dental

Dental Records

Therapeutic

**Background information that will
Help aid in the further care and
Management of this child.**

Psychiatric/Psychological

**All diagnostic and medical reports
available**

Date

Father/Guardian

Mother/Guardian

Please send records to:

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New Horizons Youth Ranch

Enrollment Information Form

Is the child adopted? _____ Yes _____ No

1. Father's Name: _____ Social Security #: _____
Address: _____ City: _____ State: _____ Zip: _____
Home Phone: _____ Work Phone: _____ Cell: _____
E-mail Address: _____

2. Mother's Name: _____ Social Security #: _____
Address: _____ City: _____ State: _____ Zip: _____
Home Phone: _____ Work Phone: _____ Cell: _____
E-mail Address: _____

3. Step Father's Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Home Phone: _____ Work Phone: _____ Cell: _____
E-mail Address: _____

4. Step Mother's Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Home Phone: _____ Work Phone: _____ Cell: _____
E-mail Address: _____

5. Is family divorced? _____ Yes _____ No
If divorced, which parent has custody? _____
(*please attach a copy of custody order*)

6. Placement Counselor: _____ Phone: _____
Address: _____ City: _____ State: _____ Zip: _____
If counselor is to receive progress reports, please sign this paragraph as in Authorization.

Parent/Guardian

EMERGENCY PHONE NUMBER: _____

Contact Person: _____ Relationship: _____

STUDENT INFORMATION

1. Student's Name : _____ DOB: _____
Place of Birth: _____
If adopted, give date of adoption: _____
Religious preference: _____
Ethnic Origins: _____
Last Grade finished: _____ Social Security Number: _____
Age: _____ Height: _____ Weight: _____ Hair: _____ Eyes: _____
2. Prior to placement at New Horizons Youth Ranch, your student was attending, or had dropped out of _____ School.
(Name of School)
3. Prior to placement at New Horizons Youth Ranch, your student was living :
_____ at home _____ with relatives
_____ alone with Friends _____ private school
4. Please list all prior out of home placements:
Placement: _____ Date: _____
Placement: _____ Date: _____
Placement: _____ Date: _____
5. If your student was attending class, indicate progress:
_____ failing _____ average
_____ below average _____ above average
6. Has your student been employed? _____ Yes _____ No
_____ part-time _____ full-time
What kind of work did your student do? _____
What kind of Job performance did your student manage?
Excellent _____ Adequate _____ Good _____ Poor _____

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As legal Guardian (s), having both legal and physical custody of _____

_____, whose date of birth is _____.

We direct New Horizons Youth Ranch and its staff to send all outgoing and incoming mail (except for those sent from us, or those that are approved) for _____ this directive. It is understood that New Horizons Youth Ranch is operating at our discretion in this behalf.

Date

Father/Guardian

Mother/Guardian

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PERMISSION TO PHOTOGRAPH

Boy's Name: _____ DOB: _____

I understand that New Horizons Youth Ranch staff will be taking an identification photograph for the Ranch student files. Therefore I consent for photographs to be taken of the above mentioned Boy for New Horizons Youth Ranch files and as the Ranch deems necessary and appropriate, and release the Ranch from any liability.

_____ *Date*

Father/Guardian

Mother/Guardian

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THINGS TO BRING

Conservative quantity of
Clothing /shoes

(See Below)

Hand Towels
Bath Towels
Washcloths
Pillow
Blankets
Twin Flat Sheet (2)
Twin Fitted Sheet (2)
Personal toiletries (soap shampoo...
Deodorant, toothpaste, toothbrush...

THINGS NOT TO BRING!!

Stereo recorder, walkman, tape..
Aerosol sprays of any kind
Hair dyes/colored mousse
Chewing gum
Black clothing minimal
Scissors, razors, or knives
T-shirts with occult symbols
Combat boots
Stamps
Money
Candy or food
Jeans with holes

Amount of clothing to bring :

The recommended clothing to bring is as follows:

7 shirts	10 pair socks
7 jeans	1 pair athletic shoes
8 underwear	1 pair slippers
2 set nightwear	1 light weight jacket
1 bathing suit	3 dress shirts

VALUABLES:

Items that have significant financial or sentimental value should be brought at the owner's risk. The contract specifically states that New Horizons Youth Ranch does not accept responsibility for lost or stolen items, or items left behind after the boy is no longer enrolled.

CARE PACKAGES:

Check with staff on items you would like to send.

Guardians please, do not send more than what is listed here. If your son is asking for anything that he would like you to send, please wait until your weekly pre-arranged phone call with your Case Manager, to check if it will be approved before sending.

- Parents choosing to send their Boy's clothing and belongings to the facility directly, the address is:

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New Horizons Youth Ranch

Outdoor Equipment and Clothing Requirements

Hiking pack and Water bottle, or Camel bag

Back Pack

Sleeping Bag (-20 degree, poly filled)

Hiking boots (sturdy, heavy duty)

Waterproof, Breathable winter Jacket

Waterproof, Breathable pants

Fleece Jacket

Sweat Shirts

Headlamp

Work Jacket (lined denim or canvas, such as Carhart)

Rod and Reel

Cross-Training shoes

Mountain Bike

Winter Gloves and Leather work Gloves

Winter Ski Hat and Ball Cap

We expect the adolescents of our household to dress in proper clothes. We live in a conservative, rural setting and recognize the impact personal appearance has on one's social acceptance and identity. If you are uncertain about the appropriateness of a particular item or items, do not send it. Feel free to call if you have any questions (406)889-5996 or (406) 889-5995, ask for Tom or Rosie.

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Reference Sheet

Kim Anderson <i>(Parent of a graduated resident)</i>	206-406-8473
Ken & April Brown <i>(Parents of a graduated resident)</i>	214-455-1000
Pastor David Delgatty <i>(Senior Pastor, Whitefish Assembly of God)</i>	406-862-4039
Glenn & Tricia Mayer <i>(Parents of a current resident)</i>	206-910-4355
Pastor Roy McDaniel <i>(Youth Pastor, Whitefish Assembly of God)</i>	406-260-2402
Lynn & DaSha McKelvey <i>(Parents of a previous resident)</i>	830-378-5850
Pastor Eric Munson <i>(Assistant Pastor, Whitefish Assembly of God)</i>	406-399-3041
Sika Ulutoa <i>(Senior Pastor, Lighthouse Christian Fellowship)</i>	406-871-1649
Jimmy Lou Wallace <i>(Parent of a previous resident-please do not call Tuesday or Thursday during business hours)</i>	501-831-6202

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SPECIAL POWER OF ATTORNEY PURSUANT TO MONTANA CODE 72-5-103

KNOW ALL MEN BY THESE PRESENTS, that I/we, the legal guardian of _____, a minor, have made, constituted, and appointed, and by these presents do make constitute and appoint New Horizons Youth Ranch of Rexford, Montana, my/our true and lawful attorney for and in my name, place and stead and for my use and benefit to do as follows:

1. To vest in my/our attorney-in-fact all of my/our powers regarding the care and custody of my/our child;
2. To make all necessary decisions concerning the educational, physical, and medical care for my/our child;
3. To sign, seal, execute, deliver and acknowledge such instruments in writing of whatever kind or nature as may be necessary or proper in the premises to carry forth the appointment contained herein.

Giving and granting to said attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in connection with the above stated purposes, as fully to all intents and purposes as the signer might or could do if personally present, and hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done in the above stated purpose.

In compliance with the law, this attorney in fact shall cease to be effective six months from the date of execution hereof.

In executing this Power of Attorney, I fully understand that my child shall reside and make his/her home on a full-time basis with the attorney-in-fact during the period of duration of the Special Power of Attorney.

IN WITNESS WHEREOF, I/WE have hereunto set my/our hand(s) and seal(s) the ____ day of _____, 20 ____.

STATE OF _____)
COUNTY OF _____) ss.

On this ____ day of _____, 20 ____, before me the undersigned Notary Public, personally appeared _____ and _____ . Known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year first above written in this certification.

NOTARY PUBLIC FOR MONTANA
RESIDING AT:
MY COMMISSION EXPIRES:

Mission Statement

RECEIVED

MAY 31 2016

Centralized Services Division

Helping Teens Overcome Challenges and Regain Their Trust

At New Horizons Boys Ranch our mission is to help boys grow in Academic Fitness, Emotional Fitness, Physical Fitness and Spiritual Fitness. We reinforce and build Self-Discipline and Self-Respect while developing a positive Self-Image.

Your boy receives behavioral training tools which benefit him or her for the rest of their life. New Horizons Boys Ranch is a home-like environment where troubled adolescents come to develop better life attitudes, grow in their belief, live life in a safe and nurturing environment, and overcome their challenges and problems. New Horizons Boys Ranch provides an opportunity for troubled adolescents to face their challenges and problems, conquer them and rejoin their families.



For the boys who come to New Horizons Boys Ranch, we offer:

- Academic instruction
- A non-threatening, home-like, supportive environment in which to solve overwhelming challenges and problems
- Assistance in understanding life's challenges
- Guidance in finding their place in the world
- Physical fitness
- Skilled mentors
- Spiritual instruction

It is our Mission to do all these things to assist troubled boys in rejoining their families and face the world better equipped with the skills necessary to succeed in life.

Our Philosophy

As adolescents gradually build trusting relationships with an adult mentor who becomes a positive role model, the high level of challenging activities fosters development of a wide range of desirable character qualities. A

strong work ethic develops from daily chores and work projects. These qualities, in turn, lead to a new sense of self-worth as well as positive interpersonal skills.

Then in the context of a solid relationship with a caring and mature mentor, the young person is able to sort out and overcome the conflicts that have hindered them. As they progress, they are set free from their previously destructive lifestyle to walk in a new life as a happy, productive person.

Spiritual Emphasis

The boys are required to attend church on Sundays. The Biblical studies that the boys have are devotions every Monday thru Friday after breakfast. Before they start class they read the Bible together. As part of their school work they are required to memorize scriptures.

One night a week the boys are required to spend one hour alone reading and studying the Bible. This is to help them understand God and learn how to hear from Him. Our philosophy here at the ranch is based on the scripture Jeremiah 29:11 "For I know the plans I have for you," declares the LORD, "plans to prosper you and not to harm you, plans to give you hope and a future."

